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## MINUTES OF THE MEETING OF THE BOARD OF REGENTS

## MURRAY STATE COLLEGE

January 26, 1962

The Board of Regents of Murray State College, Murray, Kentucky, met in the Office of the President at 10:00 a.m., C.S.T., Friday, January 26, 1962, in regular session. Dr. Thomas B. Hogancamp, Professor and Head of the Department of Business, opened the meeting with prayer. The following members were present: R. H. White, Vice Chairman, presiding; Mr. O. B. Springer, Mr. Glenn Doran, Mr. C. H. Hall, Mr. Bob T. Long, and Mr. Max J. Blythe. Mr. Wendell P. Butler was absent.

Agenda

President Woods presented the following Agenda.

AGENDA  
for  
MEETING OF BOARD OF REGENTS  
MURRAY STATE COLLEGE  
January 26, 1962

- I. Minutes of the Board Meeting held on October 16, 1961.
- II. Report of the Committee on Entrance, Credits, Certification, and Graduation.
- III. Resignations

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Anne Armstrong	Sec., Health and P. E.	8- 4-61
Jo H. Lovett	Sec., College High	8-31-61
Rozelle Nance	Janitress, Ordway Hall	8-31-61
Jane Vaughn	Sec., Public Relations Office	8-20-61
Wanda Dick	Clerk, Registrar's Office	11-30-61
Saundra Charlton	Part-time Clerk, Business Office	10-28-61
Youlene Rae Hill	Part-time Nurse	1-31-62
Stella Ragsdale	Dining Room Supervisor	12-31-61
James F. Huie	Dishwasher	12-31-61
Joyce Cannon	Cashier	12-31-61

IV. Sabbatical Leave Requests

Dr. E. J. Steytler, Social Sciences  
 Mrs. Laurie W. Ikerd, Library  
 Mr. Robert E. Johnson, Fine Arts--Dramatics  
 Mrs. Anne Parrish Markham, Languages and Literature  
 Mr. V. W. Parker, Business  
 Mrs. Christine Parker, Mathematics  
 Mr. James Harris, Languages and Literature

V. Adjustments in Salary

<u>Name</u>	<u>Assignment</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Robert Waldrop	Bus Driver	\$175.00	\$185.00	11-1-61--6-30-62
Vernon Roberts	Head, Watchman	275.00	300.00	1-1-62--6-30-62
Dorothy N. Nanny	Part-time Bookkeeper	125.00	150.00	1-1-62--6-30-62
Lottie Suiter	Dean of Students' Office			
	Asst. Prof., Ed. Dept.	505.00	550.00	2-1-62--6-30-62

Va. Leave of Absence

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Bobbie McCarter	Asst. Prof., Social Sciences	7-1-62--8-31-63

VI. Employment

<u>Name</u>	<u>Assignment</u>	<u>Monthly Salary</u>	<u>Effective</u>
Arthur H. Rolfe	Dishwasher	\$150.00	1- 3-62--6-30-62
Helen Shroat	Dining Room Supervisor	145.00	1- 3-62--6-30-62
James L. Carson	Janitor, Cafeteria	155.00	11- 1-61--6-30-62
Genevieve M. Houston	Cashier	130.00	1- 3-62--1-27-62
Phyllis R. Clary	Cashier	130.00	1-29-62--6-30-62
George Steele	Head, Meat Cook	300.00	9-25-61--6-30-62
Leo Alexander	Night Watchman	240.00	1- 8-62--6-30-62
Joshua H. Tabers	Carpenter and Maintenance	325.00	1- 3-62--6-30-62
Bobbie McDowell	Bookstore	346.66	1- 1-62--6-30-62
Tommy Lee	Bus Driver	175.00	11-11-61--6-30-62
Sally Namciu	Part-time Clerk, Bus. Off.	105.00	11- 1-61--1-31-62
Sally Namciu	Clerk, Business Office	200.00	2- 1-62--6-30-62
Merry Kay Hill	Part-time Nurse	100.00	2- 1-62--6- 7-62
	plus room and board in Ordway Hall		
Jack Wilson	Asst. Prof., Mathematics	590.00	7- 1-62--8-31-62
Bertie Howton	Supv. Tch., College High	480.00	2- 1-62--6-30-62

VII. Saturday and Evening Classes -- 1st Semester, 1961-62.

Dr. Robert F. Alsup--increase from \$350.00 to \$375.00.

VIII. Summer Science Institute Budget--1962.

(See attached sheet)

IX. Scholarships

Of the 50 scholarships which are made available, 49 were awarded during the first semester 1961-62 to the following people:

Alderdice, Donna Dale	Hurt, Larry Grady	Poore, Sharon Jo
Anderson, Mary Eunice	Johnston, Carol June	Robertson, Charles S., Jr.
Bolton, Joyce	Kindred, Barbara Laverne	Shaffer, Linda Lou
Brindley, Darlene	King, Carol Lee	Simpson, Mary Ann
Brown, Betty Lou	Knight, Joyce Nell	Sims, Maxine
Burns, Judith Gayle	Kraus, Elizabeth Anne	Stamper, Margaret Nell
Clark, William Morgan	Like, Janet Eileen	Sutton, Brenda Carol
Cunningham, Donald Elbert	Mattingly, Bonita Elaine	Trice, Lana Lou
Daniel, Linda Kay	McDowell, Martha Lou	Tucker, Sally
Daniel, Peggy Gayle	McGaughy, Robert H., Jr.	Utley, Judy Ann
Davis, Kay Susan	Moreland, Ramon Edward	Vaught, Linda Fay
Ford, Brenda Louise	Moreland, Reba Carol	Weitlauf, Betty Jo
Gough, Victoria Elaine	Murphy, William Denzil	Wells, Lina Margaret
Gregory, Nina Kay	Paris, Elinor Jane	Williams, Aloma Dale
Hargis, Henrietta Joyce	Pierce, Martha Jane	Wolfe, Carol Warren
Hendon, Jerry Edd	Patterson, Royce Gene	Wood, Larry David
Housley, Linda Jean		

The final grades are not in for this semester, but the mid-semester report on people receiving the scholarship indicated that their achievement was above average. Fifty people have been informed that they will have a scholarship for the second semester.

X. Building Construction and Renovation Account

WHEREAS, some few years ago, provision was made to put \$10.00 of the registration fee in a Building Construction and Renovation Account, and

WHEREAS, in April 1961, the Board approved a Consolidated Educational Buildings Revenue Bonds Program, and pledged fees not otherwise specifically committed for other buildings,

NOW, THEREFORE, BE IT RESOLVED that no further deposits be made in the Building Construction and Renovation Account and that the fees previously paid into this Account be deposited in the Consolidated Educational Buildings Revenue Bonds Account.

XI. Report from Civil Defense on Distribution of Packaged Surplus Foods to Schools and Colleges

As per your directions, I wrote a letter to Virgil Couch making the suggestion that packaged surplus foods be made available to schools and colleges to be used in fallout shelters, and I had a most cordial reply from Mr. Couch saying that the Federal Government would give careful consideration to this proposal and indicating that they thought the proposal was an excellent one.

XII. Property being purchased by Commonwealth for Use and Benefit of Murray State College.

As per your suggestion, we are endeavoring to buy three tracts of land east of the Baptist Picnic Ground. The Morris property adjacent to the Baptist Picnic Ground exclusive of the road is 146 ft. x 635 ft. for which we are to pay \$15,500. There is a lot on Chestnut Street 155 ft. x 435 ft. which we did not buy from the Morris heirs, but we are buying the Pitman property 73 ft. x 635 ft. for \$8,000. On Payne Street, we are purchasing a lot from Ellis 146 ft. x 220 ft. for \$5,000. It is hoped that we may be able to buy the Quertermous property, which is 155 ft. x 200 ft. If we are fortunate enough to buy the Quertermous property, this will give us property for a distance of 420 ft. on Payne Street and a total footage on Chestnut Street of 219 ft.

XIII. Budget

We made a request to the Division of the Budget of the Department of Finance for an appropriation for the 1962-64 biennium in the amount of \$2,839,485 for 1962-63 and \$3,226,620 for 1963-64. According to the Budget bill, we will receive \$2,235,445 for the first year and \$2,475,530 for the second year of the biennium. I was told that our requests were not unreasonable, but the many other demands on the state finances were such that it was impossible to fully comply with our budget request.

Fees

There is considerable insistence that the colleges should increase their registration fees and in an informal discussion with the college presidents, it has been tentatively agreed that each college president would recommend to the Board of Regents that fees be increased as follows:

Effective September 1, 1962

	<u>Resident</u>	<u>Registration Fee</u> <u>Non Resident</u>
Undergraduate:		
Full time students	\$65.00	\$130.00
Summer	32.50	65.00
Part-time (through 11 hours)	6.00 per credit hr.	12.00 per credit hr.
Graduate:		
Per credit hour (through 11 hours)	7.00	14.00
not to exceed	77.00	154.00

Effective September 1, 1963

Undergraduate:		
Full time student	75.00	150.00
Summer	37.50	75.00
Part-time (through 11 hours)	7.00 per credit hr.	14.00 per credit hr.
Graduate:		
Per credit hour (through 11 Hrs.)	8.00	16.00
not to exceed	88.00	176.00

Fees are increased at the rate of \$10.00 for resident students and \$20.00 for non-resident students per semester per year. Part-time fees are increased proportionately.

XIV. Report on Married Student Housing

One of the four buildings in the Married Student Housing complex was inspected and accepted on January 3. The other buildings will be available for occupancy on February 1.

XV. Report on Clark Hall

Clark Hall was finally completed, and it was occupied by students on December 14. We have had some difficulty in getting the heating system to work as it should, but otherwise, it is a very attractive and useable dormitory. Wells Hall is now occupied by women, and the men who could not move into Clark Hall moved into Swann.

XVI. Dormitory No. Three and Cafeteria--Project No. Ky.-CH-58 (DS)

- A. Resolution Authorizing the Issuance of Bonds.
- B. Trust Indenture
- C. Official Notice of Sale of Bonds and Statement of Essential Facts
- D. Notice of Sale
- E. Parietal and Rate Resolution

XVII. Report of the Thomas P. Norris Student Loan Fund

XVIII. Report of the National Defense Student Loan Fund

XIX. Report of the Business Manager

XX. Other Matters to come before the Board.

- A. Resolution authorizing the Investment of Surplus Moneys in the Consolidated Educational Buildings Revenue Bonds Account.
- B. Murray State College Building Revenue Bonds of 1935--Bonds and Coupons Destroyed January 23, 1962.
- C. Report on Loan Application for Men's Dormitory No. 4 and A New Girls' Dormitory.

Respectfully submitted,  
/s/ R. H. Woods  
President

RHW:pr

Minutes of the Board Meeting held on October 16, 1961, Approved

Mr. Springer moved that the Board dispense with the reading of the Minutes and approve the Minutes of the Board Meeting of October 16, 1961, as received. This motion was seconded by Mr. Long and carried unanimously.

Report of the Committee on Entrance, Credits, Certification, and Graduation, Approved

January 26, 1962

To the Board of Regents  
Murray State College  
Murray, Kentucky

As per the duties assigned to the Committee on Credits, Certification and Graduation, we report as follows:

For those applying for degrees for January, 1962, we recommend that said degrees be granted as of January 31, 1962, contingent upon the completion of all the requirements.

/s/ Donald B. Hunter, Chairman  
Committee on Credits, Certification  
and Graduation

Mr. Doran moved that the Board accept the report of the Committee on Entrance, Credits, Certification, and Graduation, and authorize the granting of degrees for all those who complete their requirements by January 31, 1962. Mr. Hall seconded and the motion carried unanimously.

#### Resignations, Accepted

Mr. Springer moved that the Board approve the action of the President in accepting the resignations as stated in Item III of the Agenda. Mr. Long seconded and the motion carried unanimously.

#### Summer Sabbatical Leaves for 1962, Granted

Mr. Long moved that the Board grant sabbatical leaves for the summer of 1962 to those listed in Item IV of the Agenda, in keeping with the policy regarding the summer sabbatical leave. Mr. Hall seconded and the roll was called on the adoption of the motion with the following results: Mr. Doran, aye; Mr. Hall, aye; Mr. Long, aye; Mr. Springer, aye; Mr. White, aye; and Mr. Blythe, aye.

#### Adjustments in Salary, Approved

Motion was made by Mr. Hall that the Board approve the adjustments in salary as stated in Item V of the Agenda. Mr. Blythe seconded and the roll was called on the adoption of the motion with the following results: Mr. Blythe, aye; Mr. Doran, aye; Mr. Hall, aye; Mr. Long, aye; Mr. Springer, aye; and Mr. White, aye.

#### Leave of Absence, Granted

Mr. Doran moved that a leave of absence from July 1, 1962, through August 31, 1963, be granted to Miss Bobbye McCarter, Assistant Professor of Social Sciences. Mr. Springer seconded and the motion carried unanimously.

#### Employment, Approved

Mr. Doran moved that the Board approve the employment of persons listed in Item VI of the Agenda upon the recommendation of the President. Mr. Springer seconded and the roll was called on the adoption of the motion with the following results: Mr. Blythe, aye; Mr. Doran, aye; Mr. Hall, aye; Mr. Springer, aye; Mr. Long, aye; and Mr. White, aye.

#### Adjustment in Saturday and Evening Classes, Approved

Motion was made by Mr. Doran that the Board approve the adjustment in salary for Dr. Robert Alsup for the extra class he is teaching, as stated in Item VII of the Agenda. Mr. Springer seconded and the roll was called on the adoption of the motion with the following results: Mr. Blythe, aye; Mr. Doran, aye; Mr. Hall, aye; Mr. Long, aye; Mr. Springer, aye; and Mr. White, aye.

#### Summer Science Institute Budget for 1962, Approved

Mr. Springer moved that the Board approve the action of the President in securing the Summer Science Institute and approve the Budget as herein stated:

#### BUDGET FOR PROPOSED 8-WEEK SUMMER INSTITUTE AT MURRAY STATE COLLEGE

	<u>Institution</u>
A. <u>Support of Participants</u>	
1. 50 stipends at \$600 each	\$30,000
2. 125 dependents at \$120 each	15,000
3. 50 travel allowances at \$50.00 each	2,500
4. Total for Support of Participants	<u>\$47,500</u>
	(A)
B. <u>Operational Costs</u>	
Staff (including salaries, honoraria, travel, etc.)	
5. Director (total amount for institute)	\$ 1,200
6. Associate Director, if any (as above)	400
7. Staff (How many? 3 full time)	5,800
Staff (How many? 3 full time)	2,400
8. Lecturers (How many? 3 full time)	600
9. Secretarial and clerical	600
10. Assistants or other staff	1,200
11. Retirement	-----
12. Subtotal for Staff	<u>\$12,200</u>

Other Direct Costs		
13. Office Supplies, communications, publicity	\$ 600	
14. Costs of laboratory materials	400	
15. Field trips (if any)	600	
16. If required: Health service or insurance and similar costs incurred by the institution on behalf of participants	---	
17. Miscellaneous direct costs	400	
18. Subtotal for Direct Costs other than Staff	\$ 2,000	
19. Total Direct Operational Costs: Add lines 12 and 18		\$14,200
20. Allowance for Indirect Costs (up to 15 percent of line 19)		2,130
21. Total Operational Costs: Add lines 19 and 20		\$16,330 (B)
C. Tuition and Fees (registration, credit fees, etc.)		
22. None		
23. None		
24. Total for tuition and fees		\$None
25. Total Operational Costs in excess of Tuition and Fees: Subtract Line 24 from Line 21. Record remainder		\$16,330
26. Total Cost of Institute: Add lines 4, 24, 25. Record sum		\$63,830
D. Contributions from Sources other than NSF		
27. Contribution from host institution	\$ none	
28. Contribution from:	none	
29. Total Contributions from Sources other than NSF		\$ none
30. Total amount requested from National Science Foundation: Subtract line 29 from line 26. Record remainder		\$63,830

Mr. Doran seconded and the roll was called on the adoption of the motion with the following results: Mr. Blythe, aye; Mr. Doran, aye; Mr. Hall, aye; Mr. Long, aye; Mr. Springer, aye; and Mr. White, aye.

#### Report on Scholarships

Dr. Woods reviewed the report on the Board of Regents' Scholarships.

#### Building Construction and Renovation Account

Mr. Long presented the resolution regarding the Building Construction and Renovation Account as stated in the Agenda and moved for its adoption. Mr. Blythe seconded and the roll was called on the adoption of the motion with the following results: Mr. Blythe, aye; Mr. Doran, aye; Mr. Hall, aye; Mr. Long, aye; Mr. Springer, aye; and Mr. White, aye.

#### Civil Defense

Dr. Woods stated that he had Wayne Williams to work with some people on campus regarding possible fallout shelters. Since John Pasco is Chairman of the Local Civil Defense Committee, he was invited to make suggestions. (See suggestions reported at last Board Meeting.) Our study is not yet complete, but it seems that the Fine Arts Building with fiberglass insulation on the doors could be used. Dr. Woods further stated that he had received a bill from John Pasco for \$300, and read the letter he had received from Mr. Pasco. The Board approve the letter written by President Woods to Mr. Pasco and recommended no further action at this time.

#### Property being purchased by Commonwealth of Kentucky for Use and Benefit of Murray State College

Dr. Woods reviewed the statement in the Agenda and the plot plan of the land being purchased by the Commonwealth of Kentucky for the use and benefit of Murray State College.

Mr. Springer moved that the Board approve the action of the President and Business Manager in purchasing the property as stated in Item XII of the Agenda. Mr. Long seconded and the roll was called on the adoption of the motion with the following results: Mr. Blythe, aye; Mr. Doran, aye; Mr. Hall, aye; Mr. Long, aye; Mr. Springer, aye; and Mr. White, aye.

Budget

Dr. Woods reported on our budget request for the 1962-64 biennium and the actual amount provided in the budget bill.

Following a discussion of some of the urgent needs of the College, including a maintenance shop, Mr. Blythe moved that the Board express its hope that the Governor and the Department of Finance will be able to make available funds for needed construction, including a maintenance shop and furniture and movable equipment, etc. for dormitories. Mr. Long seconded and the roll was called on the adoption of the motion with the following results: Mr. Blythe, aye; Mr. Doran, aye; Mr. Hall, aye; Mr. Long, aye; Mr. Springer, aye; and Mr. White, aye.

Fees

Dr. Woods reported that in conference with the State College Presidents and the Council on Higher Education the increase in fees as stated in Item XIII of the Agenda had been tentatively recommended.

Mr. Hall moved that the Board accept the recommendation regarding the increase in fees of the Council on Higher Education. Mr. Blythe seconded and the roll was called on the adoption of the motion with the following results: Mr. Blythe, aye; Mr. Doran, aye; Mr. Hall, aye; Mr. Long, aye; Mr. Springer, aye; and Mr. White, aye.

Report on Married Student Housing

Dr. Woods reported that we plan to deliver the bonds on the married student housing project [Project No. Ky-CH-56 (D0)] on February 20, and that the State has been carrying the financing during the construction of the project.

Report on Clark Hall

Dr. Woods reviewed the statement in the Agenda concerning Clark Hall.

Housing and Dining Hall Revenue Bonds of 1961, [Project No. Ky-CH-58 (DS)]

(Attachment Nos. 1, 2, 3, 4)

Thereupon, Member Long introduced and caused to be read a proposed resolution entitled, "A Resolution providing for the issuance, sale and delivery of \$1,469,000 of Housing and Dining Hall Revenue Bonds of 1961, for the account of Murray State College," said resolution being attached to the minutes of this meeting.

Thereupon, Member Hall seconded the motion for adoption of said resolution, and the Vice Chairman having put the question, the roll was called and the following members voted: Ayes for the Motion: R. H. White, Vice Chairman; H. Glenn Doran, C. H. Hall, Bob Treas Long, Max J. Blythe, O. B. Springer. Nays Against the Motion: None.

Whereupon the Vice Chairman declared that said Resolution had been duly adopted.

(Attachment No. 5)

Thereupon, Member Springer introduced and caused to be read a proposed Resolution entitled "Parietal and Rate Resolution Regarding the Occupancy and Use of Project No. Ky-CH-58 (DS)" said Resolution being attached to the minutes of this meeting.

Thereupon, Member Blythe seconded the motion for adoption of said resolution, and the Vice Chairman having put the question, the roll was called and the following members voted: Ayes for the Motion: R. H. White, Vice Chairman; H. Glenn Doran, C. H. Hall, Bob Treas Long, Max J. Blythe, O. B. Springer, Nays against the Motion: None.

Whereupon, the Vice Chairman declared that said Resolution had been duly adopted.

Report of the Thomas P. Norris Student Loan Fund, Accepted

Motion was made by Mr. Springer that the Board accept the Report of the Thomas P. Norris Student Loan Fund. Mr. Doran seconded and the roll was called on the adoption of the motion with the following results: Mr. Blythe, aye; Mr. Doran, aye; Mr. Hall, aye; Mr. Long, aye; Mr. Springer, aye; and Mr. White, aye.



Report of the National Defense Student Loan Program, Accepted

Mr. Long moved that the Board accept the Report of the National Defense Student Loan Program. Mr. Blythe seconded, the roll was called, and the following members voted: Mr. Blythe, aye; Mr. Doran, aye; Mr. Hall, aye; Mr. Long, aye; Mr. Springer, aye; and Mr. White, aye.

Report of the Business Manager, Accepted

REPORT OF P. W. ORDWAY, BUSINESS MANAGER  
TO THE PRESIDENT AND BOARD OF REGENTS OF  
MURRAY STATE COLLEGE  
January 26, 1962

The following report is submitted for the information and consideration of the President and Board of Regents of Murray State College:

I. SUMMARY OF FUND OPERATIONS - July 1, 1961 - December 31, 1961

Account Number	Allotments or Receipts	Encumbrances	Unencumbered Balance
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State Appropriation - Ordinary Recurring Expenses

36-2-01-001 State Appropriation	\$1,899,350.00	\$ 883,896.75	\$1,015,453.25
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State Allotments - Special Funds

36-7-37-107 242-Bed Men's Dormitory	718,972.69	714,907.83	4,064.86
36-7-37-110 282-Bed Men's Dormitory	894,554.31	880,212.82	14,341.49
36-7-37-111 Classroom Building	1,378,813.00	1,296,901.16	81,911.84
36-7-37-117 Married Student Housing	504,402.53	478,270.60	26,131.93
36-7-37-120 Miscellaneous Repairs	28,287.79	23,247.60	5,040.19
36-7-37-122 Development of Nursery	1,500.00	934.81	565.19
36-7-37-123 326-Bed Men's Dorm. & Cafe.	1,609,000.00	1,582,251.91	26,748.09
36-7-37-124 Fine Arts Air Conditioning & Renovation	135,800.00	132,988.00	2,812.00
36-7-37-129 Sewer Line for Married Hsg.	8,500.00	7,626.00	874.00
36-7-37-130 Swimming Pool Filter	7,516.48	7,397.55	118.93
36-7-37-131 Library Shelving	40,000.00	37,684.43	2,315.57
36-7-37-132 Addition to Gymnasium	186,683.00	178,612.40	8,070.60
36-7-37-133 300-Bed Women's Dormitory	1,000.00	--- --	1,000.00

Revolving Fund

36-2-13-001 Revolving Fund	396,496.22	384,022.03	12,474.19
36-2-13-101 Building Construction & Renov.	8,827.04	3,260.04	5,567.00

II. CANNERY STATEMENT - July 1, 1961 - December 31, 1961

## Receipts:

Canned Products and Fees	\$ 4,001.76
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## Expenditures:

Salaries and Wages	\$ 1,192.48
Repairs to Equipment	43.83
Commercial Supplies	878.87
Rental of Equipment	105.00
Miscellaneous	16.66
	2,236.84

Receipts Exceeding Expenditures	\$ 1,764.92
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III. CAFETERIA STATEMENT - June 1, 1961 - November 30, 1961

## Receipts:

Cash Received at Door	\$ 20,369.55
Meal Tickets	175,551.03
Sales to Snack Bar	1,775.81
	\$ 197,696.39

Expenditures:		
Salaries and Wages	\$ 42,219.87	
Student Wages	6,103.31	
Food Products	102,021.66	
Utilities	2,400.00	
Laundry	620.82	
Office Supplies	27.80	
China and Utensils	1,880.30	
Other Supplies	4,617.56	
Repairs to Equipment	483.03	
Other Expenses	94.05	
Sales Tax	182.01	
New Equipment	11,226.50	
FICA Taxes	1,267.52	
KERS	1,596.42	\$174,740.85
Profit for Period		\$ 22,955.54

#### Comparative Statements

June 3 - November 30, 1960	Profit	\$24,110.66
June 15 - November 30, 1959	Profit	18,969.85
June 1 - October 31, 1958	Profit	6,377.21

#### IV. SNACK BAR STATEMENT - June 1, 1961 - November 30, 1961

Sales:		
Snack Bar	\$ 27,591.31	
Cigarette Machine	3,858.20	
Candy Machine	357.60	
Juke Box	295.50	
Total Sales	\$ 32,102.61	
Cost of Goods Sold	15,857.93	
Gross Profit on Sales		\$ 16,244.68
Operating Expenses:		
Salaries and Wages	\$ 7,872.04	
Student Wages	787.49	
Repairs to Equipment	226.15	
Laundry	100.55	
Janitorial Supplies	13.52	
Household and Kitchen Supplies	25.60	
Sales Tax	937.20	
New Equipment	343.00	
Depreciation of Equipment	674.15	
Total Operating Expenses		\$ 10,979.70
Net Profit for period		5,264.98

#### V. RECREATION ROOM STATEMENT - June 1, 1961 - December 31, 1961

Receipts:		
Pool	\$ 4,925.66	
Ping Pong Balls	43.40	
Coca-Cola & Pepsi-Cola Machines	1,000.95	
Tom's Machine	306.80	
Game Machines	46.50	
Total Receipts		\$ 6,323.31
Expenditures:		
Student Wages	\$ 860.85	
Merchandise for Resale	955.55	
Repairs to Equipment	433.50	
Supplies & Materials	360.19	
Sales Tax	19.70	
New Equipment	82.35	
Total Expenditures		\$ 2,712.14
Profit for period		\$ 3,611.17

VI. FARM STATEMENT - July 1, 1961 - December 31, 1961

## Receipts:

Farm and Garden Produce	\$ 134.57		
Tobacco	341.62		
Eggs	5,002.06		
Poultry	327.20		
Dairy Products	11,299.00		
Livestock	3,932.34		
Show Premiums	146.00		
Miscellaneous:			
Filling Silo	\$262.50		
ACP Program 1961	164.62		
Interest on Stock C. C. Soil			
Imp. Ass'n	52.40	479.52	
Total Receipts			\$21,662.31

## Expenditures:

Salaries and Wages	\$ 9,914.69		
Veterinary & Testing Service	719.70		
Utilities	529.79		
Repairs to Vehicles & Equipment	1,976.90		
Maintenance of Buildings	1,432.30		
Feeds	5,068.86		
Motor Fuels	519.72		
Heating Fuels	173.09		
Medical Supplies	115.59		
Commercial Supplies	126.64		
Agricultural Supplies	1,418.82		
Seed and Fertilizer	1,105.70		
Insurance	1,596.94		
Miscellaneous	63.00		
Machinery & Implements	2,912.10		
Buildings & Fixed Equipment	318.29		
FICA Taxes	297.44		
KERS	495.73		
Total Expenditures			\$28,985.30
Expenditures Exceeding Receipts			\$ 7,322.99

VII. Bank Accounts

The following shows the various bank accounts of Murray State College which are deposited in the Peoples Bank and the Bank of Murray. This statement shows the balances on January 1, 1961, the 1961 deposits and disbursements and the balances on December 31, 1961.

Murray State College Accounts deposited at the Bank of Murray, Murray, Kentucky

	Balance 1-1-61	1961 Deposits	1961 Disbursements	Balance 12-31-61
Fine Arts Bldg. Rev. Acct.	\$ 6,165.42	\$ 7,416.00	\$13,581.42	\$ ---
Fine Arts Bond and Int. Acct.	40.87	---	40.87	---
Fine Arts Oper. & Maint.	3,542.66	15,328.59	17,108.55	1,762.70
Health Bldg.-Bldg. Revenue	14,095.75	17,098.34	31,194.09	---
Health Bldg.-Oper. & Maint.	14,870.63	42,276.05	48,420.51	8,726.17
Basketball Fieldhouse	35,944.32	34,025.00	63,334.15	6,635.17
Dormitory Room Deposits	1,025.00	40,825.00	39,375.00	2,475.00
Richmond Hall Bldg. Rev.	---	47,075.34	15,727.28	31,348.06
Clark Hall Bldg. Revenue	---	8,160.00	2.88	8,157.12
Consolidated Ed. Bldg.	---			
Project Revenue Fund	---	131,500.00	26,669.03	104,830.97
	<u>\$75,684.65</u>	<u>\$343,704.32</u>	<u>\$255,453.78</u>	<u>\$163,935.19</u>

Murray State College Accounts deposited at the Peoples Bank, Murray, Kentucky

	<u>Balance</u> <u>1-1-61</u>	<u>1961</u> <u>Deposits</u>	<u>1961</u> <u>Disbursements</u>	<u>Balance</u> <u>12-31-61</u>
Revolving Fund Account	\$ 3,919.09	\$1,327,592.41	\$1,323,203.72	\$ 8,307.78
Health Bldg.-Bond & Int.	6,039.95	260.05	6,300.00	---
Woods Hall - Bldg. Revenue	63,103.45	73,530.00	103,450.45	33,183.00
Petty Cash	10,038.57	179,222.82	174,937.50	14,323.89
Athletic Petty Cash	4,476.80	14,495.49	14,172.29	4,800.00
Student Union Rev. Acct.	151,577.97	570,776.45	675,486.20	46,868.22
R.O.T.C. Uniform Deposits	8,820.00	11,420.00	9,172.60	11,067.40
R.O.T.C. Equipment Accts.	32.97	676.28	611.64	97.61
	\$248,008.80	\$2,177,973.50	\$2,307,334.40	\$118,647.90

VIII. LAND PURCHASES

Contracts have been negotiated to purchase the following land:

No. 1 Morris and Reaves Tract

This tract is 140 feet East and West and 618 feet North and South running from the south side of Chestnut Street to the north side of Payne Street. It is east of the tract owned by Murray State College known as the Baptist Picnic Ground.

The purchase price for this tract is \$15,500.00

No. 2 W. J. Pitman Tract

This tract is 73 feet East and West and 618 feet North and South running from the south side of Chestnut Street to the north side of Payne Street. It is east of the Quertermous and Newton tract.

The purchase price of this tract is \$8,000.00

No. 3 Ellis Tract

This tract is 146 feet East and West and 215 feet North and South, and is east of the Pitman property and faces Payne Street.

The purchase price is \$5,000.00

The total purchase price for the three tracts listed above is \$28,500.00 and we obtained a special allotment from the Division of the Budget, Department of Finance of \$25,500.00 for the purchase of this land leaving a balance of \$3,000.00 to be paid from Murray State College Operating Funds.

No. 4 Quertermous and Newton Tract

This tract is 165 feet East and West and 1200 feet North and South and faces Payne Street and is east of the Morris and Reaves tract and west of the Pitman tract.

The purchase price is \$7,000.00.

The Division of the Budget, Department of Finance, has allocated \$3,500.00 for use in purchasing this land and we will have to pay \$3,500.00 from the Murray State College Operating Funds.

No. 5

As soon as the transaction for the Morris-Reaves property is closed we plan to request the closing of the 20 foot road which is located between the Baptist Picnic Ground and the Morris-Reaves property.

This road is not used and we do not anticipate any difficulty in having it legally closed.

REPORT OF JAMES A. ROGERS, TREASURER  
TO THE PRESIDENT AND BOARD OF REGENTS OF  
MURRAY STATE COLLEGE  
January 26, 1962

BONDED ACCOUNTS - Statements of December 31, 1961

I.	<u>Health Building &amp; Home Management House</u> Balance in Operation & Maintenance Acct.	\$ 8,726.17	<u>Deposited</u> Bank of Murray
II.	<u>Fine Arts Building</u> Balance in Operation and Maintenance Acct.	\$ 1,762.70	<u>Deposited</u> Bank of Murray
III.	<u>1954 Revenue Bond &amp; Interest Account (Basketball Fieldhouse)</u> Balance in Bond & Interest Account	\$ 6,635.17	<u>Deposited</u> Bank of Murray
	Original amount of bond issue dated July 1, 1954		\$200,000.00
	Bonds outstanding on this account		18,000.00
	Amount to be paid during period January 1, 1962 - January 1, 1963 - Bonds 56 - 64, inclusive	\$ 9,000.00	
	Semi-annual interest	585.00	9,585.00
IV.	<u>1955 Dormitory Revenue Bonds - Woods Hall</u> Balance in Dormitory Revenue Account	\$33,183.00	<u>Deposited</u> Peoples Bank
	Balance in Sinking Fund Account	9,700.91	The Ky. Trust Co.
	Balance in Sinking Fund - Income Account	3,083.24	The Ky. Trust Co.
		\$45,967.15	Louisville, Ky.
	U. S. Treasury notes and bonds purchased from surplus in Sinking Fund Account:		
	U. S. Treasury 4-3/4% note	\$ 4,000.00	<u>Date of Purchase</u> July 28, 1959
	U. S. Treasury 4-3/4% note	24,000.00	Nov. 9, 1959
	U. S. Treasury Bond 3%	14,000.00	Dec. 13, 1960
	U. S. Treasury 3-1/4% note	15,000.00	Oct. 13, 1961
	U. S. Treasury 3-1/4% note	54,000.00	Oct. 23, 1961
		\$111,000.00*	
	*Of this amount \$40,000.00 of U. S. Treasury Notes have been transfered to the Depreciation Fund.		
	Original amount of bond issue dated Dec. 1, 1955		\$818,000.00
	Bonds outstanding on this account		766,000.00
	Amount to be paid during period January 1, 1961 - January 1, 1963 for bonds \$13,000.00, interest		
	\$21,065.00		34,065.00
	Interest rate 2-3/4%, final maturity date December 1, 1995.		
V.	<u>Student Union Bonds of 1957</u> Balance in Student Union Revenue Account	\$46,868.22	<u>Deposited</u> Peoples Bank
	Balance in Bond & Interest Sinking Fund Acct.	12,368.61	First National
		\$59,236.83	Lincoln Bank
	U. S. Treasury notes and bonds purchased from surplus in Sinking Fund Account:		Louisville, Ky.
	U. S. Treas. Notes 3-1/4% Due Nov. 15, 1962	\$15,000.00	<u>Date of Purchase</u> October 24, 1961
	U. S. Treas. Notes 4-7/8% Due Nov. 15, 1963	20,000.00	October 24, 1961
	U. S. Treas. Notes 4-7/8% Due Nov. 15, 1964	40,000.00	October 24, 1961
	U. S. Treas. Bonds 2-5/8% Due Feb. 15, 1965	40,000.00	October 24, 1961
	U. S. Treas. Bonds 3-3/4% Due May 15, 1966	39,000.00	October 24, 1961
		\$154,000.00	
	Balance in Student Union Revenue Bonds Maintenance Fund	2,424.01	First National Lincoln Bank Louisville, Ky.

U. S. Treasury notes and bonds purchased from  
Maintenance Fund:

		Date of Purchase
U. S. Treas. Notes 3-1/4% Due Nov. 15, 1962	\$ 5,000.00	October 24, 1961
U. S. Treas. Notes 4-7/8% Due Nov. 15, 1963	15,000.00	October 24, 1961
U. S. Treas. Notes 4-7/8% Due Nov. 15, 1964	15,000.00	October 24, 1961
U. S. Treas. Bonds 2-5/8% Due Feb. 15, 1965	15,000.00	October 24, 1961
U. S. Treas. Bonds 3-3/4% Due May 15, 1966	12,000.00	October 24, 1961
	<u>\$62,000.00</u>	

Original amount of bond issue dated Nov. 1, 1957	\$670,000.00
Bonds outstanding on this account	650,000.00
Amount to be paid during period January 1, 1962 - December 31, 1962 for bonds \$10,000.00, interest \$18,687.50	28,687.50
Interest rate 2-7/8% and final maturity date Nov. 1, 1997	

VI. <u>Dormitory Revenue Bonds - Richmond Hall</u>		Deposited
Balance in Dormitory Revenue Account	\$31,348.06	Bank of Murray
Balance in Bond & Int. Sinking Fund Acct.	9,324.71	Citizens Fidelity
	<u>\$40,672.77</u>	Bank & Trust Co.
		Louisville, Ky.

Original amount of bond issue dated Feb. 1, 1960	\$683,000.00
Bonds outstanding on this account	683,000.00
Amount to be paid during period Jan. 1, 1962 - December 31, 1962 for bonds, none, interest	21,343.75
Interest rate 3-1/8% and final maturity date Feb. 1, 2000	21,343.75

VII. <u>Dormitory Revenue Bonds of June 1, 1960 - Clark Hall</u>		Deposited
Balance in Dormitory Revenue Account	\$ 8,156.12	Bank of Murray
Balance in Bond & Int. Sinking Fund Account	---	
	<u>\$ 8,156.12</u>	

Original amount of bond issue dated June 1, 1960	\$800,000.00
Bonds outstanding on this account	800,000.00
Amount to be paid during period January 1, 1962 - December 31, 1962 for bonds, none, for interest	25,000.00
Interest rate 3-1/8% and final maturity date June 1, 2000.	

VIII. <u>Consolidated Educational Buildings Revenue Bonds</u>		Deposited
Balance in Building Revenue Account	\$104,830.97	Bank of Murray
Balance in Bond & Int. Sinking Fund Account	---	Citizens Fidelity
		Bank & Trust Co.
		Louisville, Ky.

Original amount of bond issue dated May 1, 1961	\$1,400,000.00
Bonds outstanding on this account	1,400,000.00
Amount to be paid during period January 1, 1962 - December 31, 1962, bonds \$30,000.00, interest \$52,737.50	82,737.50
Interest rate 3% - 4-1/8%, final maturity date May 1, 1986.	

Mr. P. W. Ordway was present for this portion of the meeting and reviewed the Report of the Business Manager and the Report of the Treasurer, James A. Rogers, Mr. Springer moved that the Board accept the Report of the Business Manager and the Report of the Treasurer. Mr. Long seconded and the roll was called and the following members voted: Mr. Blythe, aye; Mr. Doran, aye; Mr. Hall, aye; Mr. Long, aye; Mr. Springer, aye; and Mr. White, aye.

Resolution authorizing the Investment of Surplus Moneys in the Consolidated Educational Buildings Revenue Bonds Account

WHEREAS, the Citizens Fidelity Bank and Trust Company, Louisville, Kentucky, is Trustee and Paying Agent for the Consolidated Educational Buildings Revenue Bonds, Series A, of Murray State College, Murray, Kentucky, and

WHEREAS, the current cash balance in the Bond and Interest Sinking Fund Account exceeds the principal and interest to be paid on May 1, 1962, and

WHEREAS, in Section 4.10 of the Basic Resolution, provision is made for the investment of surplus funds in this account with the approval of the Board of Regents,

NOW, THEREFORE, BE IT RESOLVED that the Citizens Fidelity Bank and Trust Company be authorized to invest and re-invest from time to time any surplus in the Bond and Interest Sinking Fund Account in the hands of the Trustee in keeping with provisions of the Basic Resolution.

The foregoing resolution was presented by Mr. Long. Mr. Hall seconded and upon the roll being called the following members voted: Mr. Blythe, aye; Mr. Doran, aye; Mr. Hall, aye; Mr. Long, aye; Mr. Springer, aye; Mr. White, aye.

The Vice Chairman, R. H. White, declared that said resolution had been duly adopted.

Murray State College Building Revenue Bonds of 1935--Bonds and Coupons destroyed on January 23, 1962.

Bonds	1 - 5,	Inclusive \$1,000.00 each	Due Nov. 1, 1937
Bonds	6 - 10,	" " "	Due Nov. 1, 1938
Bonds	11 - 15,	" " "	Due Nov. 1, 1939
Bonds	16 - 20,	" " "	Due Nov. 1, 1940
Bonds	21 - 25,	" " "	Due Nov. 1, 1941
Bonds	26 - 30,	" " "	Due Nov. 1, 1942
Bonds	31 - 35,	" " "	Due Nov. 1, 1943
Bonds	36 - 40,	" " "	Due Nov. 1, 1944
Bonds	41 - 45,	" " "	Due Nov. 1, 1945
Bonds	46 - 50,	" " "	Due Nov. 1, 1946
Bonds	51 - 55,	" " "	Due Nov. 1, 1947
Bonds	56 - 60,	" " "	Due Nov. 1, 1948
Bonds	61 - 65,	" " "	Due Nov. 1, 1949
Bonds	66 - 70,	" " "	Due Nov. 1, 1950
Bonds	71 - 76,	" " "	Due Nov. 1, 1951
Bonds	77 - 82,	" " "	Due Nov. 1, 1952
Bonds	83 - 88,	" " "	Due Nov. 1, 1953
Bonds	89 - 94,	" " "	Due Nov. 1, 1954
Bonds	95 - 100,	" " "	Due Nov. 1, 1955
Bonds	101 - 106,	" " "	Due Nov. 1, 1956
Bonds	107 - 112,	" " "	Due Nov. 1, 1957
Bonds	113 - 118,	" " "	Due Nov. 1, 1958
Bonds	119 - 124,	" " "	Due Nov. 1, 1959
Bonds	125 - 130,	" " "	Due Nov. 1, 1960
Bonds	131 - 135,	" " "	Due Nov. 1, 1961
Bonds	136 - 140,	" " "	Due Nov. 1, 1962
Bonds	141 - 145,	" " "	Due Nov. 1, 1963

Coupon No.	1	(Bonds No.	1-145)	\$20.00 each	Dated May 1936
Coupon No.	2	( " "	1-145)	\$20.00 "	Dated November 1936
Coupon No.	3	( " "	1-145)	\$20.00 "	Dated May 1937
Coupon No.	4	( " "	1-145)	\$20.00 "	Dated November 1937
Coupon No.	5	( " "	6-145)	\$20.00 "	Dated May 1938
Coupon No.	66	( " "	6-145)	\$20.00 "	Dated November 1938
Coupon No.	7	( " "	11-145)	\$20.00 "	Dated May 1939
Coupon No.	8	( " "	11-145)	\$20.00 "	Dated November 1939
Coupon No.	9	( " "	16-145)	\$20.00 "	Dated May 1940
Coupon No.	10	( " "	16-145)	\$20.00 "	Dated November 1940
Coupon No.	11	( " "	21-145)	\$20.00 "	Dated May 1941
Coupon No.	12	( " "	21-145)	\$20.00 "	Dated November 1941
Coupon No.	13	( " "	26-145)	\$20.00 "	Dated May 1942
Coupon No.	14	( " "	26-145)	\$20.00 "	Dated November 1942
Coupon No.	15	( " "	31-145)	\$20.00 "	Dated May 1943
Coupon No.	16	( " "	31-145)	\$20.00 "	Dated November 1943
Coupon No.	17	( " "	36-145)	\$20.00 "	Dated May 1944
Coupon No.	18	( " "	36-145)	\$20.00 "	Dated November 1944
Coupon No.	19	( " "	41-145)	\$20.00 "	Dated May 1945
Coupon No.	20	( " "	41-145)	\$20.00 "	Dated November 1945
Coupon No.	21	( " "	46-145)	\$20.00 "	Dated May 1946
Coupon No.	22	( " "	46-145)	\$20.00 "	Dated November 1946

Coupon No. 23	(Bonds Nos. 51-145)	\$20.00 each	Dated May 1947
Coupon No. 24	( " " 51-145)	\$20.00 "	Dated November 1947
Coupon No. 25	( " " 56-145)	\$20.00 "	Dated May 1948
Coupon No. 26	( " " 56-145)	\$20.00 "	Dated November 1948
Coupon No. 27	( " " 61-145)	\$20.00 "	Dated May 1949
Coupon No. 28	( " " 61-145)	\$20.00 "	Dated November 1949
Coupon No. 29	( " " 66-145)	\$20.00 "	Dated May 1950
Coupon No. 30	( " " 66-145)	\$20.00 "	Dated November 1950
Coupon No. 31	( " " 71-145)	\$20.00 "	Dated May 1951
Coupon No. 32	( " " 71-145)	\$20.00 "	Dated November 1951
Coupon No. 33	( " " 77-145)	\$20.00 "	Dated May 1952
Coupon No. 34	( " " 77-145)	\$20.00 "	Dated November 1952
Coupon No. 35	( " " 83-145)	\$20.00 "	Dated May 1953
Coupon No. 36	( " " 83-145)	\$20.00 "	Dated November 1953
Coupon No. 37	( " " 89-145)	\$20.00 "	Dated May 1954
Coupon No. 38	( " " 89-145)	\$20.00 "	Dated November 1954
Coupon No. 39	( " " 95-145)	\$20.00 "	Dated May 1955
Coupon No. 40	( " " 95-145)	\$20.00 "	Dated November 1955
Coupon No. 41	( " " 101-145)	\$20.00 "	Dated May 1956
Coupon No. 42	( " " 101-145)	\$20.00 "	Dated November 1956
Coupon No. 43	( " " 107-145)	\$20.00 "	Dated May 1957
Coupon No. 44	( " " 107-145)	\$20.00 "	Dated November 1957
Coupon No. 45	( " " 113-145)	\$20.00 "	Dated May 1958
Coupon No. 46	( " " 113-145)	\$20.00 "	Dated November 1958
Coupon No. 47	( " " 119-145)	\$20.00 "	Dated May 1959
Coupon No. 48	( " " 119-145)	\$20.00 "	Dated November 1959
Coupon No. 49	( " " 125-145)	\$20.00 "	Dated May 1960
Coupon No. 50	( " " 125-145)	\$20.00 "	Dated November 1960

I hereby certify that the above listed bonds and coupons were destroyed by fire this the 23rd day of January 1962.

/s/ R. H. Woods  
President, Murray State College

/s/ Patsy Rowland  
Secretary, Board of Regents

/s/ James A. Rogers  
Treasurer, Board of Regents

Mr. Long moved that the Board approve the action of the President of the College, the Secretary and Treasurer of the Board of Regents in destroying by fire the Bonds and Coupons of the Murray State College Building Revenue Bonds of 1935, which have been paid. Mr. Hall seconded, the roll was called, and the following members voted: Mr. Blythe, aye; Mr. Doran, aye; Mr. Hall, aye; Mr. Long, aye; Mr. Springer, aye; and Mr. White, aye.

#### Report on Loan Application for Men's Dormitory and a new Girls' Dormitory

Dr. Woods stated that he had received a letter from the Housing and Home Finance Agency saying that they had set up a fund reservation in the amount of \$1,750,000 for a new girls' dormitory and men's dormitory No. 4, and that we have ninety days in which to submit our final application.

#### Chemistry Reference Shelf

Mr. Doran stated that Mr. R. A. (Fess) Johnson had talked with him regarding the establishment of The R. A. (Fess) Johnson Chemistry Reference Shelf and that Mr. Johnson would donate \$50.00 to the project.

Mr. Blythe moved that the Board direct Dr. Woods to express appreciation for Professor Johnson's interest in establishing a chemistry reference shelf and authorize the President to look into this matter and determine the feasibility of establishing the chemistry reference shelf. Mr. Hall seconded and the motion carried unanimously.



Adjournment

Motion was then made by Member Springer that the meeting be adjourned, which motion was seconded and unanimously carried. Whereupon the meeting was adjourned.



Vice Chairman



Secretary

Attachment No. 1  
January 26, 1962

A RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF  
\$1,469,000 OF HOUSING AND DINING HALL REVENUE BONDS OF 1961, FOR ACCOUNT  
OF MURRAY STATE COLLEGE

WHEREAS, THE EXISTING BUILDINGS USED FOR EDUCATIONAL PURPOSES  
AT MURRAY STATE COLLEGE, AT MURRAY, KENTUCKY, ARE WHOLLY INADEQUATE, AND  
IT HAS BEEN HERETOFORE DETERMINED TO BE NECESSARY THAT A NEW DORMITORY  
TO HOUSE APPROXIMATELY 326 MEN STUDENTS AND A NEW CAFETERIA WITH A DESIGNED  
CAPACITY OF APPROXIMATELY 1,600 PERSONS, EACH WITH NECESSARY APPURTENANT  
FACILITIES, BE CONSTRUCTED ON THE CAMPUS OF THE COLLEGE, THE TOTAL COST  
OF WHICH IS ESTIMATED TO BE NOT LESS THAN \$1,469,000; AND

WHEREAS, IT IS NECESSARY THAT FUNDS (NOT OTHERWISE PROVIDED)  
TO DEFRAY SUCH COSTS, BE PROVIDED THROUGH THE ISSUANCE OF REVENUE BONDS  
TO THE AMOUNT OF \$1,469,000, PURSUANT TO SECTION 162.340, ET SEQ. OF THE  
KENTUCKY REVISED STATUTES;

NOW, THEREFORE, THE BOARD OF REGENTS OF MURRAY STATE  
COLLEGE, AT MURRAY, KENTUCKY, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. THAT THE ERECTION OF A NEW DORMITORY TO HOUSE  
APPROXIMATELY 326 MEN STUDENTS AND A NEW CAFETERIA WITH A DESIGNED CAPACITY  
OF APPROXIMATELY 1,600 PERSONS, EACH WITH NECESSARY APPURTENANT FACILITIES,  
ACCORDING TO THE PLANS AND SPECIFICATIONS HERETOFORE PREPARED AND APPROVED,  
IS HEREBY RATIFIED AND CONFIRMED.

SECTION 2. IN ORDER TO DEFRAY THE COST OF ERECTING SAID  
BUILDINGS, HOUSING AND DINING HALL REVENUE BONDS OF 1961 SHALL BE AND  
ARE HEREBY ORDERED ISSUED BY THE BOARD OF REGENTS OF SAID MURRAY STATE  
COLLEGE IN THE AGGREGATE PRINCIPAL AMOUNT OF ONE MILLION, FOUR HUNDRED  
AND SIXTY-NINE THOUSAND DOLLARS (\$1,469,000), DATED SEPTEMBER 1, 1961,  
OF THE DENOMINATION OF \$1,000, TO BE NUMBERED CONSECUTIVELY FROM 1 TO  
1,469, INCLUSIVE, BEARING INTEREST TO BE EVIDENCED BY COUPONS ATTACHED  
TO EACH BOND, PAYABLE SEMI-ANNUALLY ON THE FIRST DAYS OF MARCH AND SEPTEMBER  
IN EACH YEAR, SAID BONDS SHALL BEAR INTEREST AT SUCH RATE OR RATES NOT  
EXCEEDING AN AGGREGATE INTEREST COST OF THREE AND ONE-HALF PERCENT (3- 1/2  
PERCENT) PER ANNUM, AS MAY BE HEREAFTER FIXED AS A RESULT OF COMPETITIVE  
BIDDING FOR THE PURCHASE OF SAID BONDS, AS HEREINAFTER PROVIDED, AND

SHALL BE IN SUBSTANTIALLY THE FORM AND IN ALL RESPECTS CONFORM TO THE SPECIFICATIONS AND DETAILS SET FORTH IN THE TRUST INDENTURE REFERRED TO IN AND SET OUT UNDER SECTION 3 OF THIS RESOLUTION.

SECTION 3. SAID BONDS SHALL BE ISSUED PURSUANT TO AND SECURED BY A TRUST INDENTURE BETWEEN THE BOARD OF REGENTS OF MURRAY STATE COLLEGE, PARTY OF THE FIRST PART, AND THE KENTUCKY TRUST COMPANY, A COMBINED BANK AND TRUST COMPANY HAVING CORPORATE POWERS, ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE COMMONWEALTH OF KENTUCKY, AND HAVING ITS PRINCIPAL OFFICE AND PLACE OF BUSINESS IN THE CITY OF LOUISVILLE, KENTUCKY, PARTY OF THE SECOND PART. THE CHAIRMAN AND THE SECRETARY OF THE BOARD OF REGENTS ARE HEREBY AUTHORIZED AND DIRECTED TO MAKE, EXECUTE AND DELIVER SUCH TRUST INDENTURE IN SUBSTANTIALLY THE FORM, TEXT, TERMS AND PROVISIONS HEREINAFTER SET OUT, AND THIS BOARD OF REGENTS HEREBY APPROVES, RATIFIES AND CONFIRMS ALL OF THE COVENANTS, PROVISIONS, AND STIPULATIONS AS SET OUT IN SUCH TRUST INDENTURE, TO WIT:

SECTION 4. THE ENTIRE ONE MILLION, FOUR HUNDRED AND SIXTY-NINE THOUSAND DOLLARS (\$1,469,000) OF BONDS AUTHORIZED BY THE AFOREMENTIONED TRUST INDENTURE SHALL BE OFFERED FOR SALE, WHICH SHALL BE PUBLICLY ADVERTIZED AS REQUIRED BY LAW, UPON THE BASIS OF SEALED, COMPETITIVE BIDS, WHICH SHALL BE PUBLICLY OPENED AND ACTED UPON BY THE BOARD OF REGENTS. TO THAT END, THE SECRETARY OF THIS BOARD IS HEREBY AUTHORIZED AND DIRECTED TO CAUSE A "NOTICE OF SALE" TO BE PUBLISHED ONE TIME IN THE COURIER-JOURNAL, DAILY NEWSPAPER PUBLISHED IN LOUISVILLE, KENTUCKY, AND OF GENERAL CIRCULATION THROUGHOUT THE COMMONWEALTH OF KENTUCKY, WHICH NEWSPAPER HAS BEEN DESIGNATED BY THE DEPARTMENT OF FINANCE OF THE STATE OF KENTUCKY, MEETING THE REQUIREMENTS OF KRS 424.180 AND KRS 424.360, AND ONE TIME IN THE BOND BUYER, A FINANCIAL JOURNAL PUBLISHED IN NEW YORK CITY, NEW YORK, OF GENERAL CIRCULATION THROUGHOUT THE UNITED STATES OF AMERICA, SOLICITING SEALED COMPETITIVE PROPOSALS FOR THE PURCHASE OF SAID BONDS, THE SAME TO BE RECEIVED IN THE OFFICE OF SAID SECRETARY IN MURRAY, KENTUCKY, UNTIL SOME DAY AND HOUR WHEN THE BOARD OF REGENTS WILL BE IN SESSION. PUBLICATION IN THE COURIER-JOURNAL SHALL BE MADE ONCE NOT LESS THAN TEN DAYS AND NOT MORE THAN TWENTY-ONE DAYS PRECEDING THE DAY ON WHICH THE SALE IS HELD, AS REQUIRED BY KRS 424.130, AND PUBLICATION IN THE BOND BUYER SHALL BE MADE ONCE NOT LESS THAN FIFTEEN DAYS PRIOR TO THE TIME STATED IN SAID NOTICE OF SALE FOR THE OPENING AND CONSIDERATION OF SUCH PURCHASE PROPOSALS. IN SAID NOTICE, PURCHASERS SHALL BE INSTRUCTED THAT PROPOSALS MAY BE FOR THE PURCHASING OF (A) THE ENTIRE \$1,469,000 OF AUTHORIZED BONDS; OR (B) BONDS MATURING IN THE YEARS 1964 TO 1971, INCLUSIVE; OR (C) BONDS MATURING IN THE YEARS 1972 TO 1981, INCLUSIVE; OR (D) BONDS MATURING IN THE YEARS 1982 TO 1991, INCLUSIVE; OR (E) BONDS MATURING IN THE YEARS 1992 THROUGH 2001, INCLUSIVE; THAT BIDDERS MAY STIPULATE ONE OR MORE INTEREST COUPON RATES WITH RESPECT TO SAID BONDS, PROVIDING THE AGGREGATE INTEREST COST DOES NOT EXCEED THREE AND ONE-HALF PERCENT (3- 1/2 PERCENT) PER ANNUM, AND ONLY ONE COUPON RATE MAY BE STIPULATED FOR BONDS MATURING ON THE SAME DATE. A MINIMUM BID OR PAR PLUS ACCRUED INTEREST SHALL BE REQUIRED. THE RIGHT TO REJECT BIDS SHALL BE EXPRESSLY RESERVED. IN CONNECTION WITH SUCH SALE, THE SECRETARY OF THE BOARD IS ADDITIONALLY AUTHORIZED TO SIGN,

CAUSE TO BE REPRODUCED IN MIMEOGRAPHED, PRINTED OR OTHER MULTIPLE COPY  
FORM, AND TO SUPPLY ANY INTERESTED PARTY UPON REQUEST, 1: "OFFICIAL NOTICE  
OF SALE AND STATEMENT OF ESSENTIAL FACTS," GIVING A MORE DETAILED  
DESCRIPTION OF THE BONDS, AND SETTING FORTH TERMS AND CONDITIONS CALCULATED TO  
BRING ABOUT UNIFORMITY IN BIDDING. SUGGESTED FORMS OF A "NOTICE OF SALE,"  
AND THE "OFFICIAL NOTICE OF SALE AND STATEMENT OF ESSENTIAL FACTS,"  
HAVING BEEN PREPARED AND SUBMITTED BY THE APPROVING BOND ATTORNEY, AND THE SAME  
HAVING BEEN EXAMINED BY THE BOARD OF REGENTS AND FOUND TO BE IN ORDER,  
THE SAME ARE HEREBY APPROVED AND MAY BE USED FOR THE PURPOSE OF THIS

SECTION 4.

SECTION 5. THIS RESOLUTION SHALL BE IN FULL FORCE AND EFFECT  
FROM AND AFTER ITS ADOPTION.

ADOPTED BY THE BOARD OF REGENTS OF MURRAY STATE COLLEGE AT A  
MEETING HELD ON THE 26<sup>th</sup> DAY OF January, 1962.

(SEAL)

[Signature]  
VICE CHAIRMAN, BOARD OF REGENTS

ATTEST:

[Signature]  
Patsy Rowland  
SECRETARY

COMMONWEALTH OF KENTUCKY)  
COUNTY OF CALLOWAY ) SS

I, PATSY ROWLAND, SECRETARY OF THE BOARD OF REGENTS OF MURRAY  
STATE COLLEGE, AT MURRAY, KENTUCKY, DO HEREBY CERTIFY THAT THE FOREGOING  
CONSTITUTES A TRUE, CORRECT AND COMPLETE COPY OF A RESOLUTION DULY ADOPTED  
BY SAID BOARD OF REGENTS (ON January 26, 1962) RELATING TO  
AND PROVIDING FOR THE ISSUANCE OF \$1,469,000 OF HOUSING AND DINING HALL  
REVENUE BONDS OF 1961, TO BE DATED SEPTEMBER 1, 1961.

WITNESS MY OFFICIAL SIGNATURE AND THE OFFICIAL SEAL OF SAID  
BOARD OF REGENTS ON THIS 26<sup>th</sup> DAY OF January, 1962.

[Signature]  
Patsy Rowland  
SECRETARY

(SEAL)

Attachment No. 2  
January 26, 1962

TRUST INDENTURE

THIS INDENTURE DATED AS OF THE FIRST DAY OF SEPTEMBER, 1961, MADE BY AND BETWEEN BOARD OF REGENTS OF MURRAY STATE COLLEGE, A BODY CORPORATE, AS AN EDUCATIONAL INSTITUTION AND AGENCY OF THE COMMONWEALTH OF KENTUCKY, AT MURRAY, KENTUCKY (HEREINAFTER CALLED THE "BOARD"), PARTY OF THE FIRST PART, AND THE KENTUCKY TRUST COMPANY, A COMBINED BANK AND TRUST COMPANY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE COMMONWEALTH OF KENTUCKY, HAVING FULL POWERS TO ACT AS A CORPORATE TRUSTEE, AND HAVING ITS PRINCIPAL OFFICE AND PLACE OF BUSINESS IN THE CITY OF LOUISVILLE, KENTUCKY, AS TRUSTEE (HEREINAFTER CALLED THE "TRUSTEE"), PARTY OF THE SECOND PART,

WITNESSETH:

THAT WHEREAS, PURSUANT TO SECTION 164.350 OF THE KENTUCKY REVISED STATUTES NOW IN FULL FORCE AND EFFECT, THE BOARD IS A BODY CORPORATE, WITH ALL POWERS GENERALLY INVESTED IN CORPORATIONS, AND AS SUCH IS THE GOVERNING BODY OF MURRAY STATE COLLEGE, AN EDUCATIONAL INSTITUTION AND AGENCY OF THE COMMONWEALTH OF KENTUCKY, HAVING FULL CONTROL OF THE MANAGEMENT AND OPERATION OF SAID COLLEGE, TOGETHER WITH THE PROPERTY AND FUNDS THEREOF; AND

WHEREAS, PURSUANT TO THE PROVISIONS OF SECTION 162.340 ET SEQ. OF SAID KENTUCKY REVISED STATUTES, SAID BOARD, AS THE GOVERNING BODY OF SAID STATE EDUCATIONAL INSTITUTION AND AGENCY, IS AUTHORIZED TO ERECT BUILDINGS AND APPURTENANCES TO BE USED IN CONNECTION WITH SAID COLLEGE FOR EDUCATIONAL PURPOSES AND ISSUE ITS REVENUE BONDS, PAYABLE SOLELY FROM THE INCOME AND REVENUES OF SAID PROJECT; AND

WHEREAS, THE BOARD HAS DETERMINED THAT SAID COLLEGE AND ITS STUDENTS ARE NOT AT THIS TIME PROVIDED WITH ADEQUATE BUILDINGS AND ACCOMMODATIONS FOR EDUCATIONAL PURPOSES; AND HAS DETERMINED THAT IT IS NECESSARY TO CONSTRUCT A NEW DORMITORY TO HOUSE APPROXIMATELY 326 MEN STUDENTS AND A NEW CAFETERIA WITH A DESIGNED CAPACITY OF APPROXIMATELY 1,600 PERSONS, EACH WITH NECESSARY APPURTENANT FACILITIES (REFERRED TO HEREIN AS THE "PROJECT"), TO BE SITUATED UPON TWO SITES WHICH ARE A PART OF THE CAMPUS OF SAID COLLEGE, AND WHICH ARE HEREINAFTER DESCRIBED FOR THE PURPOSE OF IDENTIFYING THE PROJECT; AND

WHEREAS, TEMPORARY FUNDS FOR THE COST OF SAID PROJECT HAVE BEEN ARRANGED BY SAID BOARD OF REGENTS, AND IT IS NECESSARY THAT THE TOTAL COST OF SAID PROJECT BE PROVIDED THROUGH THE ISSUANCE OF REVENUE BONDS TO THE AMOUNT OF ONE MILLION FOUR

HUNDRED AND SIXTY-NINE THOUSAND DOLLARS (\$1,469,000), AND THE BOARD HAS ADOPTED AN APPROPRIATE RESOLUTION AUTHORIZING THE ISSUANCE OF SUCH BONDS, TO BE DESIGNATED AS "MURRAY STATE COLLEGE HOUSING AND DINING HALL REVENUE BONDS OF 1961," AS HEREINAFTER DESCRIBED, AND HAS DULY AUTHORIZED THE EXECUTION OF THIS TRUST INDENTURE IN THE FORM HEREOF FOR THE PURPOSE OF SECURING THE PAYMENT OF SAID BONDS AND THE INTEREST THEREON AND TO PROVIDE FOR THE PROPER AND ORDERLY ADMINISTRATION OF THE REVENUE OF SAID PROJECT AND OF THE BOND PROCEEDS; AND

WHEREAS, THE BONDS OF SAID SERIES, AND THE COUPONS APPERTAINING THERETO, AND A TRUSTEE'S CERTIFICATE WITH RESPECT TO ALL SUCH BONDS AND PROVISIONS FOR THE REGISTRATION OF SAID BONDS AS TO PRINCIPAL ONLY, ARE TO BE SUBSTANTIALLY IN THE FOLLOWING FORM WITH APPROPRIATE INSERTIONS, OMISSIONS AND VARIATIONS AS IN THIS INDENTURE PROVIDED OR PERMITTED:

(FORM OF BOND)

UNITED STATES OF AMERICA  
COMMONWEALTH OF KENTUCKY  
MURRAY STATE COLLEGE

HOUSING AND DINING HALL REVENUE BONDS OF 1961

NUMBER \_\_\_\_\_

\$1,000.00

THE BOARD OF REGENTS OF MURRAY STATE COLLEGE, A BODY CORPORATE, AS AN EDUCATIONAL INSTITUTION AND AGENCY OF THE COMMONWEALTH OF KENTUCKY, AT MURRAY, KENTUCKY, FOR VALUE RECEIVED, HEREBY PROMISES TO PAY, SOLELY FROM THE SPECIAL FUND PROVIDED THEREFOR AS HEREINAFTER SET FORTH, TO THE BEARER, OR, IF THIS BOND BE REGISTERED, TO THE REGISTERED OWNER HEREOF, AS HEREINAFTER PROVIDED, THE SUM OF ONE THOUSAND DOLLARS (\$1,000) ON THE FIRST DAY OF SEPTEMBER, 19\_\_\_\_, AND TO PAY, SOLELY FROM SAID SPECIAL FUND, INTEREST THEREON FROM THE DATE HEREOF, UNTIL PAYMENT OF PRINCIPAL, AT THE RATE OF \_\_\_\_\_ PER CENTUM (\_\_\_\_\_ PER CENT) PER ANNUM, SUCH INTEREST BEING PAYABLE SEMI-ANNUALLY ON THE FIRST DAYS OF MARCH AND SEPTEMBER IN EACH YEAR, EXCEPT AS THE PROVISIONS HEREINAFTER SET FORTH WITH RESPECT TO PRIOR REDEMPTION MAY BE AND BECOME APPLICABLE HERETO, SUCH INTEREST AS MAY ACCRUE ON AND PRIOR TO THE MATURITY DATE OF THIS BOND TO BE PAID ONLY UPON PRESENTATION AND SURRENDER OF THE ANNEXED COUPONS AS THEY SEVERALLY MATURE, BOTH PRINCIPAL AND INTEREST BEING PAYABLE IN ANY COIN OR CURRENCY WHICH, ON THE RESPECTIVE DATES OF PAYMENT OF SUCH PRINCIPAL AND INTEREST, IS LEGAL TENDER FOR THE

PAYMENT OF DEBTS DUE THE UNITED STATES OF AMERICA, AT THE PRINCIPAL OFFICE OF THE TRUSTEE (THE KENTUCKY TRUST COMPANY, IN THE CITY OF LOUISVILLE, KENTUCKY) OR, AT THE OPTION OF THE HOLDER HEREOF, OR OF THE INTEREST COUPONS HEREUNTO APPERTAINING, AT THE PRINCIPAL OFFICE OF CHEMICAL BANK NEW YORK TRUST COMPANY, IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK, STATE OF NEW YORK.

THIS BOND IS ONE OF A DULY AUTHORIZED SERIES OF BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF \$1,469,000, ALL OF SAID BONDS BEING OF THE SAME FORM, TENOR, AND EFFECT (EXCEPT FOR NUMBERS, MATURITY DATES, PROVISIONS WITH RESPECT TO REDEMPTION PRIOR TO MATURITY, AND POSSIBLE VARIATION IN INTEREST RATES), ISSUED FOR FINANCING THE COSTS OF CONSTRUCTING A NEW DORMITORY TO HOUSE APPROXIMATELY 326 MEN STUDENTS AND A NEW CAFETERIA WITH A DESIGNED CAPACITY OF APPROXIMATELY 1,600 PERSONS, EACH WITH NECESSARY APPURTENANT FACILITIES, IN CONNECTION WITH THE MURRAY STATE COLLEGE AT MURRAY, KENTUCKY (HEREINAFTER REFERRED TO AS THE "PROJECT"), UNDER AND IN FULL COMPLIANCE WITH THE CONSTITUTION AND STATUTES OF THE COMMONWEALTH OF KENTUCKY, INCLUDING AMONG OTHERS, SECTIONS 162.350 TO 162.380, INCLUSIVE, OF THE KENTUCKY REVISED STATUTES, NOW IN FULL FORCE AND EFFECT.

ALL OF SAID BONDS ARE ISSUED UNDER AND PURSUANT TO A TRUST INDENTURE (SAID INDENTURE, TOGETHER WITH ALL INDENTURES SUPPLEMENTAL THERETO AS THEREIN PERMITTED, BEING HEREIN CALLED THE "INDENTURE") OF EVEN DATE, HERewith EXECUTED BY AND BETWEEN SAID BOARD OF REGENTS AND THE KENTUCKY TRUST COMPANY, AS TRUSTEE (SAID TRUSTEE AND ANY SUCCESSOR TRUSTEE UNDER SAID INDENTURE BEING HEREIN CALLED THE "TRUSTEE"), AN EXECUTED COUNTERPART OF WHICH IS ON FILE AT THE OFFICE OF SAID TRUSTEE IN THE CITY OF LOUISVILLE, KENTUCKY. REFERENCE IS HEREBY MADE TO THE INDENTURE FOR A MORE SPECIFIC IDENTIFICATION OF THE PROJECT AND FOR THE PROVISIONS, AMONG OTHERS, WITH RESPECT TO THE CUSTODY AND THE APPLICATION OF THE PROCEEDS OF THE BONDS, THE COLLECTION AND DISPOSITION OF THE REVENUES, THE FUND CHARGED WITH AND PLEDGED TO THE PAYMENT OF THE INTEREST ON AND THE PRINCIPAL OF SAID BONDS, THE NATURE AND EXTENT OF THE SECURITY, THE RIGHTS, DUTIES AND OBLIGATIONS OF SAID BOARD OF REGENTS AND OF THE TRUSTEE AND THE RIGHTS OF THE HOLDERS OF THE BONDS, AND, BY THE ACCEPTANCE OF THIS BOND, THE HOLDER HEREOF ASSENTS TO ALL OF THE PROVISIONS OF SAID INDENTURE. UNDER AUTHORITY OF THE STATUTE PURSUANT TO WHICH THIS BOND IS ISSUED, THIS BOND SHALL HAVE ALL OF THE QUALITIES AND INCIDENTS OF A NEGOTIABLE INSTRUMENT, AND, SUBJECT TO THE PROVISIONS FOR REGISTRATION ENDORSED HEREON AND CONTAINED IN THE INDENTURE, NOTHING CONTAINED IN THIS BOND OR IN SAID INDENTURE SHALL



AFFECT OR IMPAIR THE NEGOTIABILITY OF THIS BOND.

THE HOLDER OF THIS BOND SHALL HAVE NO RIGHT TO ENFORCE THE PROVISIONS OF THE INDENTURE OR TO INSTITUTE ACTION TO ENFORCE THE COVENANTS THEREIN, OR TO TAKE ANY ACTION WITH RESPECT TO ANY DEFAULT UNDER THE INDENTURE, OR TO INSTITUTE, APPEAR IN OR DEFEND ANY SUIT OR OTHER PROCEEDINGS WITH RESPECT THERETO, EXCEPT AS PROVIDED IN THE INDENTURE. THE INDENTURE PROVIDES FOR FIXING, CHARGING AND COLLECTING RENTALS AND OTHER CHARGES FOR THE USE OF SAID PROJECT, WHICH RENTS AND CHARGES WILL BE SUFFICIENT TO PAY THE PRINCIPAL OF AND THE INTEREST ON SAID BONDS AS THE SAME BECOME DUE AND TO PROVIDE RESERVES FOR SUCH PURPOSES AND ALSO TO PAY THE COST OF MAINTENANCE, OPERATION AND REPAIR OF THE PROJECT. THE INDENTURE PROVIDES FOR THE CREATION OF A SPECIAL FUND DESIGNATED "HOUSING AND DINING HALL REVENUE BONDS OF 1961 BOND AND INTEREST SINKING FUND ACCOUNT" (HEREIN CALLED THE "SINKING FUND"), AND FOR THE DEPOSIT TO THE CREDIT OF SAID SINKING FUND OF A FIXED AMOUNT OF THE GROSS REVENUES OF SAID PROJECT TO PAY THE PRINCIPAL OF AND THE INTEREST ON THE BONDS AS THE SAME BECOME DUE, AND TO PROVIDE A RESERVE FOR SUCH PURPOSE, WHICH SINKING FUND IS PLEDGED TO AND CHARGED WITH THE PAYMENT OF SAID PRINCIPAL AND INTEREST.

THIS BOND AND THE SERIES OF WHICH IT IS ONE ARE PAYABLE ONLY FROM A FIXED AMOUNT OF THE GROSS INCOME AND REVENUES TO BE DERIVED FROM THE OPERATION OF SAID PROJECT WHICH WILL BE SET ASIDE IN SAID SINKING FUND, AND THIS BOND DOES NOT CONSTITUTE ANY INDEBTEDNESS OF MURRAY STATE COLLEGE OR OF ITS BOARD OF REGENTS OR OF THE COMMONWEALTH OF KENTUCKY WITHIN THE MEANING OF ANY PROVISIONS OR LIMITATIONS OF THE CONSTITUTION OF THE COMMONWEALTH OF KENTUCKY.

THE RIGHT IS HEREBY RESERVED TO CALL AND REDEEM THE BONDS NUMBERED 177 TO 1469, MATURING SEPTEMBER 1, 1972, THROUGH SEPTEMBER 1, 2001, INCLUSIVE, OF THE SERIES OF WHICH THIS BOND IS A PART, PRIOR TO MATURITY, AS A WHOLE OR FROM TIME TO TIME IN PART, IN THE INVERSE ORDER OF THEIR NUMBERING, SAID BONDS NUMBERED 1150 TO 1469 MATURING SEPTEMBER 1, 1997, THROUGH SEPTEMBER 1, 2001, INCLUSIVE, BEING SO REDEEMABLE ON ANY INTEREST PAYMENT DATE UPON TERMS OF PAR AND ACCRUED INTEREST TO THE REDEMPTION DATE, AND BONDS NUMBERED 177 TO 1149, MATURING SEPTEMBER 1, 1972, THROUGH SEPTEMBER 1, 1996, INCLUSIVE, BEING SO REDEEMABLE ON ANY INTEREST PAYMENT DATE FALLING AFTER SEPTEMBER 1, 1971, UPON TERMS OF PAR AND ACCRUED INTEREST TO THE REDEMPTION DATE PLUS A REDEMPTION PREMIUM OF THREE PER CENT OF THE PRINCIPAL AMOUNT THEREOF IF CALLED FOR REDEMPTION ON OR PRIOR TO SEPTEMBER 1, 1976; TWO AND ONE-HALF PER CENT OF THE PRINCIPAL AMOUNT

THEREOF IF CALLED FOR REDEMPTION THEREAFTER AND ON OR PRIOR TO SEPTEMBER 1, 1981;  
TWO PER CENT OF THE PRINCIPAL AMOUNT THEREOF IF CALLED FOR REDEMPTION THEREAFTER  
AND ON OR PRIOR TO SEPTEMBER 1, 1986; ONE AND ONE-HALF PER CENT OF THE PRINCIPAL  
AMOUNT THEREOF IF CALLED FOR REDEMPTION THEREAFTER AND ON OR PRIOR TO SEPTEMBER 1,  
1991, AND ONE PER CENT OF THE PRINCIPAL AMOUNT THEREOF IF CALLED FOR REDEMPTION THERE-  
AFTER. PRIORITY AS TO CALL SHALL EXTEND TO BONDS NUMBERED 1150 THROUGH 1469, INCLUSIVE,  
OVER BONDS NUMBERED 177 THROUGH 1149, INCLUSIVE. NOTICE OF ANY SUCH INTENDED REDEMP-  
TION, IDENTIFYING THE BONDS TO BE REDEEMED, WILL BE ON FILE AT THE OFFICE OF THE TRUSTEE  
AT LEAST THIRTY DAYS PRIOR TO THE SPECIFIED REDEMPTION DATE, AND SUCH NOTICE SHALL BE  
PUBLISHED AT LEAST ONCE NOT LESS THAN THIRTY DAYS PRIOR TO SAID REDEMPTION DATE IN A  
FINANCIAL NEWSPAPER OR JOURNAL OF GENERAL CIRCULATION PUBLISHED IN THE ENGLISH LANGUAGE  
IN THE CITY OF NEW YORK, NEW YORK. ANY BONDS CALLED FOR REDEMPTION AND FOR THE  
PAYMENT OF WHICH FUNDS ARE DEPOSITED WITH SAID TRUSTEE ON THE SPECIFIED REDEMPTION  
DATE, SHALL CEASE TO BEAR INTEREST ON SAID REDEMPTION DATE.

THIS BOND SHALL PASS BY DELIVERY UNLESS REGISTERED AS TO PRINCIPAL ON THE  
BOOKS OF SAID BOARD OF REGENTS AT THE OFFICE OF THE TRUSTEE UNDER THE INDENTURE, AND  
SUCH REGISTRATION NOTED HEREON, AFTER WHICH NO VALID TRANSFER HEREOF SHALL BE EFFECTIVE  
UNLESS MADE ON SAID BOOKS AND SIMILARLY ENDORSED HEREON AT THE WRITTEN REQUEST OF THE  
REGISTERED HOLDER OR HIS DULY AUTHORIZED REPRESENTATIVE, BUT THIS BOND MAY BE DIS-  
CHARGED FROM REGISTRATION BY BEING IN LIKE MANNER REGISTERED TO BEARER, WHEREUPON  
FULL NEGOTIABILITY AND TRANSFERABILITY BY DELIVERY SHALL BE RESTORED, BUT MAY AGAIN  
FROM TIME TO TIME BE REGISTERED AS AFORESAID. SUCH REGISTRATION, HOWEVER, SHALL NOT  
AFFECT THE NEGOTIABILITY OF THE INTEREST COUPONS, WHICH SHALL ALWAYS REMAIN PAYABLE  
TO BEARER AND TRANSFERABLE BY DELIVERY MERELY. THE BOARD OF REGENTS AND THE TRUSTEE  
MAY DEEM AND TREAT THE BEARER OF THIS BOND, IF NOT REGISTERED AS TO PRINCIPAL, AND THE  
BEARER OF ANY COUPON HERETO APPERTAINING, WHETHER OR NOT THIS BOND BE SO REGISTERED,  
OR IF THIS BOND BE REGISTERED AS HEREIN AUTHORIZED, THE PERSON IN WHOSE NAME THE SAME  
IS REGISTERED, AS THE ABSOLUTE OWNER FOR THE PURPOSE OF RECEIVING PAYMENT, AND FOR ALL  
OTHER PURPOSES.

A STATUTORY MORTGAGE LIEN, WHICH IS HEREBY RECOGNIZED AS VALID AND BINDING ON  
SAID PROJECT PROPERTY, IS HEREBY CREATED AND GRANTED IN FAVOR OF THE HOLDER OR HOLDERS  
OF THIS BOND AND THE ISSUE OF WHICH IT FORMS A PART AND IN FAVOR OF THE HOLDER OR  
HOLDERS OF COUPONS ATTACHED TO SAID BONDS, AND SAID PROJECT PROPERTY AND ANY APPURTEN-  
ANCES THERETO SHALL REMAIN SUBJECT TO SAID STATUTORY MORTGAGE LIEN UNTIL THE PAYMENT

IN FULL OF THE PRINCIPAL AND INTEREST ON THIS BOND AND THE ISSUE OF WHICH IT FORMS A PART; PROVIDED, HOWEVER, THAT SAID STATUTORY MORTGAGE LIEN IS AND SHALL BE RESTRICTED IN ITS APPLICATION TO THE PROJECT BUILDINGS AND APPURTENANCES THERETO FINANCED BY THIS BOND AND THE ISSUE OF WHICH IT FORMS A PART, AND SUCH EASEMENTS AND RIGHTS OF WAY FOR INGRESS, EGRESS AND THE RENDERING OF SERVICES THERETO AS MAY BE NECESSARY FOR THE PROPER USE AND MAINTENANCE OF THE SAME; THE RIGHT BEING HEREBY EXPRESSLY RESERVED TO ERECT OR CONSTRUCT UPON THE SITES DESCRIBED IN THE TRUST INDENTURE AUTHORIZING AND SECURING THE ISSUANCE OF SAID ISSUE OF BONDS, OTHER INDEPENDENTLY FINANCED COLLEGE BUILDING PROJECTS, FREE AND CLEAR OF SAID STATUTORY MORTGAGE LIEN, WHICH OTHER INDEPENDENTLY FINANCED COLLEGE BUILDINGS PROJECTS MAY OR MAY NOT HAVE A PARTY WALL (OR WALLS) WITH AND ADJOIN THE PROJECT BUILDINGS AND APPURTENANCES WHICH ARE SUBJECT TO SAID STATUTORY MORTGAGE LIEN, PROVIDED NO PART OF THE COST OF SAID OTHER INDEPENDENTLY FINANCED COLLEGE BUILDING PROJECTS IS PAID FROM THE PROCEEDS OF THE SALE OF THIS BOND AND THE SERIES OF WHICH IT FORMS A PART; AND PROVIDED THE NECESSARY EASEMENTS FOR INGRESS, EGRESS, SEWAGE LINES, SEPTIC TANK LINES AND OTHER UTILITY LINES SHALL BE DEEMED TO EXIST AND CONTINUE TO EXIST FOR ALL COLLEGE PROJECTS, BUILDINGS, IMPROVEMENTS AND ADDITIONS FINANCED BY THIS OR OTHER BONDS.

THIS BOND SHALL NOT BE VALID OR BECOME OBLIGATORY FOR ANY PURPOSE, OR BE ENTITLED TO ANY SECURITY OR BENEFIT, UNDER THE INDENTURE, UNTIL IT SHALL HAVE BEEN AUTHENTICATED BY THE EXECUTION BY THE TRUSTEE OF THE CERTIFICATE HEREON ENDORSED.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED THAT ALL ACTS, CONDITIONS AND THINGS REQUIRED TO EXIST, TO HAPPEN, AND TO BE PERFORMED PRECEDENT TO AND IN THE ISSUANCE OF THIS BOND, DO EXIST, HAVE HAPPENED, AND HAVE BEEN PERFORMED IN DUE TIME, FORM AND MANNER AS REQUIRED BY LAW, AND THE AMOUNT OF THIS BOND, TOGETHER WITH ALL OTHER OBLIGATIONS OF SAID BOARD OF REGENTS AND OF SAID MURRAY STATE COLLEGE, DOES NOT VIOLATE ANY PROVISION OR EXCEED ANY LIMIT PRESCRIBED BY THE CONSTITUTION OR STATUTES OF KENTUCKY; THAT SAID PROJECT WILL BE CONTINUOUSLY OPERATED, AND THAT A SUFFICIENT PORTION OF THE GROSS INCOME AND REVENUES THEREFROM HAS BEEN PLEDGED TO AND WILL BE SET ASIDE INTO SAID SINKING FUND FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS BOND AND THE SERIES OF WHICH IT IS A PART, AS THE SAME WILL RESPECTIVELY BECOME DUE.

IN TESTIMONY WHEREOF, THE BOARD OF REGENTS OF MURRAY STATE COLLEGE AT MURRAY, KENTUCKY, HAS CAUSED BOND No. 1 OF THE SERIES OF BONDS OF WHICH THIS BOND IS ONE, TO BE SIGNED BY ITS CHAIRMAN, AND THE CORPORATE SEAL OF THE BOARD TO BE AFFIXED THERETO AND HAS CAUSED ALL OF THE BONDS OF SAID SERIES TO BE EXECUTED WITH THE FACSIMILE

SIGNATURE OF SAID CHAIRMAN, WITH A FACSIMILE OF ITS CORPORATE SEAL IMPRINTED UPON ALL OF SAID BONDS, HAS CAUSED ALL OF SAID BONDS TO BE ATTESTED BY ITS SECRETARY, AND THE COUPONS HERETO ATTACHED TO BE EXECUTED WITH THE FACSIMILE SIGNATURES OF BOTH SAID CHAIRMAN AND SECRETARY, WHICH OFFICERS, BY THE EXECUTION OF SAID BOND No. 1, DO ADOPT SAID FACSIMILE SIGNATURES TO BE THEIR RESPECTIVE AUTHORIZED AND PROPER SIGNATURES, ALL BEING DONE AS OF THE FIRST DAY OF SEPTEMBER, 1961.

\_\_\_\_\_  
CHAIRMAN, BOARD OF REGENTS

(SEAL)

ATTEST:

\_\_\_\_\_  
SECRETARY, BOARD OF REGENTS

(FORM OF COUPON)  
(FIRST PARAGRAPH OF COUPON FORM GOES IN COUPONS  
ATTACHED TO BONDS NUMBERED 177-1459.)

NUMBER \_\_\_\_\_ \$ \_\_\_\_\_

UNLESS THE BOND TO WHICH THIS COUPON APPERTAINS IS REDEEMABLE AND ACCORDINGLY SHALL HAVE BEEN THEREFORE CALLED FOR PRIOR REDEMPTION,

ON THE FIRST DAY OF \_\_\_\_\_, 19\_\_\_\_, THE  
BOARD OF REGENTS OF MURRAY STATE COLLEGE AT MURRAY, KENTUCKY, WILL PAY TO BEARER  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

IN ANY COIN OR CURRENCY WHICH AT SAID DATE OF PAYMENT IS LEGAL TENDER FOR THE PAYMENT OF DEBTS DUE THE UNITED STATES OF AMERICA, OUT OF ITS HOUSING AND DINING HALL REVENUE BONDS OF 1961 BOND AND INTEREST SINKING FUND ACCOUNT, AT THE PRINCIPAL OFFICE OF THE KENTUCKY TRUST COMPANY IN THE CITY OF LOUISVILLE, KENTUCKY, OR, AT THE OPTION OF THE HOLDER HEREOF, AT THE PRINCIPAL OFFICE OF CHEMICAL BANK NEW YORK TRUST COMPANY IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK, STATE OF NEW YORK, AS PROVIDED IN AND FOR INTEREST THEN DUE ON ITS HOUSING AND DINING HALL REVENUE BOND OF 1961, NUMBERED \_\_\_\_\_.

\_\_\_\_\_  
CHAIRMAN, BOARD OF REGENTS

\_\_\_\_\_  
SECRETARY, BOARD OF REGENTS

(FORM OF AUTHENTICATION CERTIFICATE)

THIS BOND IS ONE OF THE BONDS DESCRIBED OR PROVIDED FOR IN THE WITHIN-  
MENTIONED INDENTURE.

THE KENTUCKY TRUST COMPANY, TRUSTEE

By \_\_\_\_\_  
AUTHORIZED OFFICER

(FORM OF REGISTRATION TO BE PRINTED ON BACK OF EACH BOND)

DATE OF REGISTRATION	NAME OF REGISTERED HOLDER	SIGNATURE OF AUTHORIZED OFFICER OF TRUSTEE
:	:	:
:	:	:
:	:	:
:	:	:
:	:	:
:	:	:

AND WHEREAS, THE BOARD HAS DULY AUTHORIZED THE ISSUANCE OF THE BONDS  
AND THE EXECUTION AND DELIVERY OF THIS INDENTURE AND ALL OTHER ACTS AND THINGS NECESSARY  
OR REQUIRED BY THE LAWS OF THE COMMONWEALTH OF KENTUCKY, OR OTHERWISE, TO MAKE THE  
BONDS WHEN DULY EXECUTED ON BEHALF OF THE BOARD AND AUTHENTICATED BY THE TRUSTEE AND  
ISSUED, VALID AND BINDING LEGAL OBLIGATIONS OF THE BOARD IN ACCORDANCE WITH THEIR TERMS  
AND TO MAKE THIS INDENTURE A VALID AND BINDING INDENTURE FOR THE SECURITY OF THE BONDS,  
HAVE BEEN DULY DONE AND PERFORMED:

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

THAT IN CONSIDERATION OF THE PREMISES, OF THE ACCEPTANCE BY THE TRUSTEE OF  
THE TRUST HEREBY CREATED, AND OF THE PURCHASE AND ACCEPTANCE OF THE BONDS BY THE  
HOLDERS THEREOF, AND ALSO FOR AND IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.00)  
TO THE BOARD IN HAND PAID BY THE TRUSTEE AT OR BEFORE THE EXECUTION AND DELIVERY OF THIS  
INDENTURE, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE PURPOSE OF FIXING  
AND DECLARING THE TERMS AND CONDITIONS UPON WHICH THE BONDS AND INTEREST COUPONS ARE  
TO BE AND MAY BE ISSUED, AUTHENTICATED, DELIVERED, SECURED AND ACCEPTED BY ALL PERSONS  
WHO SHALL FROM TIME TO TIME BE OR BECOME HOLDERS THEREOF, AND IN ORDER TO SECURE THE  
PAYMENT OF ALL THE BONDS AT ANY TIME ISSUED AND OUTSTANDING HEREUNDER, AND THE INTEREST  
THEREON ACCORDING TO THEIR TENOR, PURPORT, AND EFFECT, AND IN ORDER TO SECURE THE PER-  
FORMANCE AND OBSERVANCE OF ALL OF THE COVENANTS, AGREEMENTS, AND CONDITIONS THEREIN  
AND HEREIN CONTAINED, THE BOARD HAS PLEDGED AND DOES HEREBY PLEDGE TO THE TRUSTEE, TO  
THE EXTENT PROVIDED IN THIS INDENTURE, THE REVENUES OF THE PROJECT AS SECURITY FOR THE  
PAYMENT OF THE BONDS AND THE INTEREST THEREON, AND IT IS MUTUALLY AGREED AND COVENANTED

BY AND BETWEEN THE PARTIES HERETO, FOR THE EQUAL AND PROPORTIONATE BENEFIT AND SECURITY OF ALL AND SINGULAR THE PRESENT AND FUTURE HOLDERS OF THE BONDS AND INTEREST COUPONS ISSUED AND TO BE ISSUED UNDER THIS INDENTURE, WITHOUT PREFERENCE, PRIORITY, OR DISTINCTION AS TO LIEN OR OTHERWISE, EXCEPT AS OTHERWISE HEREIN PROVIDED, OF ANY ONE BOND OVER ANY OTHER BOND BY REASON OF PRIORITY IN THE ISSUE, SALE OR NEGOTIATION THEREOF OR OTHERWISE, AS FOLLOWS:

## ARTICLE ONE

### DEFINITION OF TERMS

SECTION 1.01. IN EACH AND EVERY PLACE IN AND THROUGHOUT THIS INDENTURE WHEREIN THE FOLLOWING TERMS, OR ANY OF THEM, ARE USED, THE SAME, UNLESS THE CONTEXT SHALL INDICATE ANOTHER OR DIFFERENT MEANING OR INTENT, SHALL BE CONSTRUED, ARE USED, AND ARE INTENDED TO HAVE MEANINGS AND TO BE INCLUSIVE, AS FOLLOWS:

- (A) "COLLEGE"--MURRAY STATE COLLEGE, SITUATED IN MURRAY, CALLOWAY COUNTY, KENTUCKY.
- (B) "BOARD"--THE BOARD OF REGENTS OF MURRAY STATE COLLEGE.
- (C) "TRUSTEE"--THE KENTUCKY TRUST COMPANY, A COMBINED BANK AND TRUST COMPANY CREATED UNDER AND EXISTING BY VIRTUE OF THE LAWS OF THE COMMONWEALTH OF KENTUCKY, HAVING PROPER TRUST POWERS, AND HAVING ITS PRINCIPAL OFFICE AND PLACE OF BUSINESS IN THE CITY OF LOUISVILLE, KENTUCKY, OR ANY SUCCESSOR TRUSTEE DESIGNATED PURSUANT TO THE PROVISIONS OF THIS INDENTURE.
- (D) "BONDS"--BONDS ISSUED PURSUANT TO THE PROVISIONS OF THIS INDENTURE.
- (E) "SINKING FUND"--THE "HOUSING AND DINING HALL REVENUE BONDS OF 1961 BOND AND INTEREST SINKING FUND ACCOUNT," AS CREATED IN THIS INDENTURE.
- (F) "CONSTRUCTION FUND"--THE SPECIAL ACCOUNT OR FUND CREATED IN THIS INDENTURE, INTO WHICH PROVISION IS MADE FOR THE DEPOSIT OF THE BOND PROCEEDS (EXCLUSIVE OF ACCRUED INTEREST RECEIVED FROM THE PURCHASER OR PURCHASERS) AND SUCH OTHER FUNDS AS MAY BE LEGALLY AVAILABLE AND REQUIRED TO PAY FULLY THE DEVELOPMENT COSTS OF THE PROJECT.
- (G) "PROJECT"--THE NEW DORMITORY TO HOUSE APPROXIMATELY 326 MEN STUDENTS AND THE NEW CAFETERIA WITH A DESIGNED CAPACITY OF APPROXIMATELY 1,600 PERSONS, EACH WITH NECESSARY APPURTENANT FACILITIES, TO BE CONSTRUCTED THROUGH APPLICATION OF THE PROCEEDS OF THE CONSTRUCTION FUND, UPON A PORTION OF THE CAMPUS OF THE MURRAY STATE COLLEGE, AT MURRAY, KENTUCKY, SAID PORTION OR SITE BEING PARTICULARLY DESCRIBED IN ARTICLE TWELVE HEREOF.
- (H) "CHAIRMAN"--THE CHAIRMAN AND EACH AND EVERY VICE CHAIRMAN AND EACH AND EVERY OTHER OFFICER OF THE BOARD AUTHORIZED TO EXERCISE THE POWERS AND AUTHORITY REPOSED IN THE CHAIRMAN OF THE BOARD.
- (I) "SECRETARY"--THE SECRETARY AND EACH AND EVERY ASSISTANT SECRETARY AND EACH AND EVERY OTHER OFFICER OF THE BOARD AUTHORIZED TO EXERCISE THE POWERS AND AUTHORITY REPOSED IN THE SECRETARY OF THE BOARD.
- (J) "TREASURER"--THE TREASURER AND EACH AND EVERY ASSISTANT TREASURER AND EACH AND EVERY OTHER OFFICER OF THE BOARD AUTHORIZED TO EXERCISE THE POWERS AND AUTHORITY REPOSED IN THE TREASURER OF THE BOARD.
- (K) "ARCHITECT" OR "ENGINEER"--ANY LICENSED ARCHITECT OR ENGINEER APPOINTED BY THE BOARD, INCLUDING ANY SUCH ARCHITECT OR ENGINEER IN THE EMPLOY

OF THE BOARD OR OF THE COLLEGE AND SO APPOINTED.

- (L) "FISCAL YEAR" SHALL MEAN THE 12-MONTHS PERIOD BEGINNING SEPTEMBER 1, AND ENDING THE FOLLOWING AUGUST 31, INCLUSIVE.

SECTION 1.02. WORDS OF THE MASCULINE GENDER SHALL BE DEEMED AND CONSTRUED TO INCLUDE CORRELATIVE WORDS OF THE FEMININE AND NEUTER GENDER.

SECTION 1.03. THE WORDS "BOND," "OWNER," "HOLDER," AND "PERSON" SHALL INCLUDE THE PLURAL AS WELL AS THE SINGULAR NUMBER UNLESS THE CONTEXT SHALL OTHERWISE INDICATE. THE TERM "BONDHOLDER" MEANS AND CONTEMPLATES, UNLESS THE CONTEXT OTHERWISE INDICATES, THE HOLDERS OF THE BONDS AT THE TIME ISSUED AND OUTSTANDING HEREUNDER. EACH OF THE WORDS "PERSON" AND "CORPORATION" SHALL INCLUDE THE OTHER, UNLESS THE CONTEXT SHALL OTHERWISE INDICATE.

SECTION 1.04. WHENEVER IN THIS INDENTURE IT IS PROVIDED THAT ANY FACTS OR OPINION BE EVIDENCED TO THE TRUSTEE BY MEANS OF A CERTIFICATE, STATEMENT, OPINION, OR OTHER DOCUMENT, IT SHALL CONSTITUTE COMPLIANCE HERewith IF THE VARIOUS FACTS AND/OR OPINIONS INTENDED SO TO BE EVIDENCED TO THE TRUSTEE BE INCLUDED IN DIFFERENT CERTIFICATES, STATEMENTS, OPINIONS, OR OTHER DOCUMENTS SIGNED BY THE SAME PERSON OR DIFFERENT PERSONS OF THE SAME QUALIFICATIONS.

## ARTICLE TWO

### GENERAL PROVISIONS REGARDING EXECUTION, AUTHENTICATION AND REGISTRATION OF BONDS.

SECTION 2.01. SAVE AS IS HEREIN PROVIDED IN RESPECT OF MUTILATED, LOST, DESTROYED OR STOLEN BONDS, BONDS MAY BE ISSUED HEREUNDER TO THE AGGREGATE PRINCIPAL AMOUNT OF NO MORE THAN ONE MILLION, FOUR HUNDRED AND SIXTY-NINE THOUSAND DOLLARS (\$1,469,000). THE BONDS SHALL BE ISSUED AS COUPON BONDS IN THE DENOMINATION OF ONE THOUSAND DOLLARS (\$1,000) EACH, REGISTERABLE AS TO PRINCIPAL ONLY AND NUMBERED 1 TO 1,469, INCLUSIVE. THE PRINCIPAL OF EACH BOND AND THE INTEREST THEREON SHALL BE PAYABLE AT THE PRINCIPAL OFFICE OF THE KENTUCKY TRUST COMPANY, IN THE CITY OF LOUISVILLE, KENTUCKY, OR OF ITS SUCCESSORS IN TRUST UNDER THIS INDENTURE, OR, AT THE OPTION OF THE HOLDER, AT THE PRINCIPAL OFFICE OF CHEMICAL BANK NEW YORK TRUST COMPANY, IN THE CITY OF NEW YORK, NEW YORK, IN SUCH COIN OR CURRENCY OF THE UNITED STATES OF AMERICA AS AT THE TIME OF PAYMENT SHALL BE LEGAL TENDER FOR THE PAYMENT OF DEBTS DUE THE UNITED STATES OF AMERICA. THE BONDS AND THE INTEREST COUPONS APPERTAINING THERETO SHALL BE RESPECTIVELY SUBSTANTIALLY IN THE FORMS HEREINBEFORE SET FORTH, WITH SUCH OMISSIONS, VARIATIONS AND INSERTIONS AS ARE REQUIRED OR PERMITTED BY THE TERMS OF THE INDENTURE TO EVIDENCE THE TERMS THEREOF.

SECTION 2.02. THE SAID BONDS SHALL BE DATED SEPTEMBER 1, 1961, AND SHALL

BEAR INTEREST AT ONE OR MORE INTEREST COUPON RATES NOT TO EXCEED AN AGGREGATE INTEREST COST OF THREE AND ONE-HALF PER CENT (3- 1/2 PER CENT) PER ANNUM, TO BE ESTABLISHED UPON THE BASIS OF COMPETITION AMONG BIDDERS WHEN SAID BONDS ARE SOLD AT AN ADVERTISED PUBLIC COMPETITIVE SALE, AS HEREIN PROVIDED. ALL SUCH INTEREST TO THE RESPECTIVE MATURITY DATES OF PRINCIPAL SHALL BE EVIDENCED BY COUPONS ATTACHED TO THE BONDS, PAYABLE SEMI-ANNUALLY ON EACH MARCH 1 AND SEPTEMBER 1. SUBJECT TO THE RESERVED RIGHT OF REDEMPTION OF A PORTION OF SAID BONDS PRIOR TO MATURITY AS PROVIDED IN ARTICLE THREE OF THIS INDENTURE, SAID SERIES OF BONDS SHALL MATURE AS TO PRINCIPAL ON SEPTEMBER 1 OF THE RESPECTIVE YEARS, IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

<u>DATE OF MATURITY SEPTEMBER 1.</u>	<u>BONDS NUMBERED (INCLUSIVE)</u>	<u>PRINCIPAL AMOUNT</u>
1964	1- 20	\$ 20,000
1965	21- 40	20,000
1966	41- 60	20,000
1967	61- 80	20,000
1968	81- 104	24,000
1969	105- 128	24,000
1970	129- 152	24,000
1971	153- 176	24,000
1972	177- 200	24,000
1973	201- 224	24,000
1974	225- 253	29,000
1975	254- 282	29,000
1976	283- 311	29,000
1977	312- 340	29,000
1978	341- 369	29,000
1979	370- 403	34,000
1980	404- 437	34,000
1981	438- 471	34,000
1982	472- 505	34,000
1983	506- 544	39,000
1984	545- 583	39,000
1985	584- 622	39,000
1986	623- 661	39,000
1987	662- 705	44,000
1988	706- 749	44,000
1989	750- 793	44,000
1990	794- 837	44,000
1991	838- 886	49,000
1992	887- 935	49,000
1993	936- 984	49,000
1994	985-1039	55,000
1995	1040-1094	55,000
1996	1095-1149	55,000
1997	1150-1210	61,000
1998	1211-1271	61,000
1999	1272-1337	66,000



SECTION 2.03. THE BONDS SHALL BE OFFERED FOR SALE BY THE BOARD, WITHOUT THE INTERVENTION OF THE TRUSTEE, AT SUCH TIME OR TIMES AS THE BOARD MAY DIRECT UPON THE BASIS OF NOTICES PUBLISHED BY THE BOARD IN A NEWSPAPER OF GENERAL CIRCULATION THROUGHOUT THE COMMONWEALTH OF KENTUCKY AND IN THE BOND BUYER, A FINANCIAL JOURNAL PUBLISHED IN NEW YORK, NEW YORK, OF GENERAL CIRCULATION THROUGHOUT THE UNITED STATES OF AMERICA, AND UPON THE BASIS OF SEALED COMPETITIVE BIDS WHICH SHALL BE OPENED, CONSIDERED AND ACTED UPON BY THE BOARD. BOND NO. 1 OF SAID SERIES OF BONDS SHALL BE SIGNED ON BEHALF OF THE BOARD BY THE CHAIRMAN UNDER THE CORPORATE SEAL OF THE BOARD. ALL OF SAID BONDS SHALL BE EXECUTED WITH THE FACSIMILE SIGNATURE OF SAID CHAIRMAN, AND A FACSIMILE OF THE CORPORATE SEAL OF SAID BOARD SHALL BE DULY IMPRINTED UPON ALL OF SAID BONDS NUMBERED 1 TO 1,469, INCLUSIVE, AS PROVIDED IN SECTION 61,390 OF THE KENTUCKY REVISED STATUTES, AND ALL OF SAID BONDS NUMBERED 1 TO 1,469, INCLUSIVE, SHALL BE ATTESTED BY ITS SECRETARY, AND SHALL BE DELIVERED TO THE TRUSTEE FOR AUTHENTICATION BY IT, AND THEREUPON THE TRUSTEE SHALL, UPON RECEIPT BY THE TRUSTEE OF EVIDENCE SATISFACTORY TO THE TRUSTEE OF THE PROPER EXECUTION OF THIS INDENTURE, AUTHENTICATE SAID BONDS. THE BOARD SHALL MAKE DELIVERY OF SAID BONDS TO THE PURCHASER OR PURCHASERS, BUT ONLY UPON PAYMENT OF THE STATED PURCHASE PRICE, WHICH SHALL IMMEDIATELY BE DEPOSITED TO THE CREDIT OF THE SPECIAL FUNDS OR ACCOUNTS, AS HEREINAFTER PROVIDED.

ONLY BONDS AS SHALL BEAR THEREON ENDORSED A CERTIFICATION OF AUTHENTICATION, SUBSTANTIALLY IN THE FORM HEREBEFORE RECITED, EXECUTED ON BEHALF OF THE TRUSTEE BY ITS AUTHORIZED OFFICER, SHALL BE SECURED BY THIS INDENTURE OR BE ENTITLED TO ANY RIGHT OR BENEFIT HEREUNDER. THE AUTHENTICATION BY THE TRUSTEE UPON ANY BOND SHALL BE CONCLUSIVE EVIDENCE AND THE ONLY EVIDENCE THAT THE BOND SO AUTHENTICATED HAS BEEN DULY ISSUED HEREUNDER AND THAT THE HOLDER THEREOF IS ENTITLED TO THE BENEFIT OF THIS INDENTURE.

THE BONDS SHALL BE PREPARED AND PRINTED IN COMPLIANCE WITH STANDARD REQUIREMENTS AND SPECIFICATIONS.

SECTION 2.04. IN CASE ANY PERSON WHOSE SIGNATURE, OR A FACSIMILE OF WHOSE SIGNATURE, SHALL APPEAR ON ANY BONDS OR COUPONS ISSUABLE UNDER THIS INDENTURE AS AN OFFICER OF THE BOARD, SHALL HAVE CEASED TO BE SUCH OFFICER BEFORE THE BOND BEARING SUCH SIGNATURE SHALL HAVE BEEN ACTUALLY AUTHENTICATED BY THE TRUSTEE AND DELIVERED TO THE PURCHASER, SUCH BOND NEVERTHELESS MAY BE AUTHENTICATED AND DELIVERED AND ISSUED AS

THOUGH THE PERSON WHOSE SIGNATURE APPEARS THEREON IN SUCH MANNER HAD NOT CEASED TO BE SUCH OFFICER.

ANY BONDS ISSUABLE HEREUNDER MAY BE SIGNED, SEALED, OR ATTESTED IN BEHALF OF THE BOARD BY ANY PERSON AT THE ACTUAL DATE OF THE EXECUTION OR AUTHENTICATION OF SUCH BOND BEING THE PROPER OFFICER OF THE BOARD ALTHOUGH AT THE DATE OF SUCH BOND SUCH PERSON SHALL NOT HAVE BEEN SUCH OFFICER.

THE COUPONS TO BE ATTACHED TO BONDS ISSUED HEREUNDER SHALL BE SIGNED BY THE FACSIMILE SIGNATURES OF THE PRESENT CHAIRMAN AND SECRETARY OR OF ANY FUTURE CHAIRMAN AND SECRETARY OF THE BOARD, AND THE BOARD MAY ADOPT AND USE FOR THAT PURPOSE THE FACSIMILE SIGNATURE OF ANY PERSONS WHO SHALL HAVE BEEN SUCH CHAIRMAN OR SECRETARY, NOTWITHSTANDING THE FACT THAT EITHER OR BOTH OF THEM MAY HAVE CEASED TO BE SUCH CHAIRMAN OR SECRETARY AT THE TIME WHEN SUCH BONDS SHALL BE ACTUALLY AUTHENTICATED AND DELIVERED.

SECTION 2.05. THE BOARD SHALL KEEP AT THE OFFICE OF THE TRUSTEE, BOOKS FOR THE REGISTRATION AND TRANSFER OF REGISTRATION OF BONDS ISSUED HEREUNDER, WHICH, AT ALL REASONABLE TIMES, SHALL BE OPEN FOR INSPECTION BY THE HOLDER OF ANY BOND ISSUED HEREUNDER, AND UPON PRESENTATION FOR SUCH PURPOSE AT SUCH OFFICE, THE BOARD WILL REGISTER OR TRANSFER OR CAUSE TO BE REGISTERED OR TRANSFERRED THEREIN, AS HEREINAFTER PROVIDED, AND UNDER SUCH REASONABLE REGULATIONS AS IT MAY PRESCRIBE, ANY BONDS ISSUED UNDER THIS INDENTURE AND ENTITLED TO BE SO REGISTERED OR TRANSFERRED. THE TRUSTEE SHALL ACT AS REGISTRAR IN EFFECTING ALL REGISTRATIONS ON THE BOOKS KEPT AT ITS OFFICE.

ALL BONDS ISSUED HEREUNDER SHALL BE NEGOTIABLE AND SHALL PASS BY DELIVERY UNLESS REGISTERED AS TO PRINCIPAL IN THE MANNER HEREINAFTER PROVIDED. THE HOLDER OF ANY BOND ISSUED HEREUNDER MAY HAVE THE OWNERSHIP OF THE PRINCIPAL THEREOF REGISTERED ON SAID BOOKS OF THE BOARD AT THE OFFICE OF THE TRUSTEE, AND SUCH REGISTRATION SHALL BE NOTED ON THE BOND. AFTER SUCH REGISTRATION, NO TRANSFER SHALL BE VALID UNLESS MADE ON THE SAID BOOKS AT THE WRITTEN REQUEST OF THE REGISTERED OWNER OR HIS DULY AUTHORIZED ATTORNEY, AND SIMILARLY NOTED ON THE BOND; BUT THE SAME MAY BE DISCHARGED FROM REGISTRATION BY BEING IN LIKE MANNER TRANSFERRED TO BEARER, AND THEREUPON NEGOTIABILITY AND TRANSFERABILITY BY DELIVERY SHALL BE RESTORED; AND SUCH BONDS MAY AGAIN, FROM TIME TO TIME, BE REGISTERED OR TRANSFERRED TO BEARER AS BEFORE. SUCH REGISTRATION, HOWEVER, SHALL NOT AFFECT THE NEGOTIABILITY OF THE COUPONS, BUT EVERY SUCH COUPON SHALL CONTINUE TO BE TRANSFERABLE BY DELIVERY MERELY, AND SHALL REMAIN PAYABLE TO BEARER. SUCH REGISTRATIONS AND DISCHARGES FROM REGISTRATION SHALL BE WITHOUT EXPENSE TO THE HOLDER

OF THE BONDS, EXCEPT ANY TAXES OR OTHER GOVERNMENTAL CHARGES REQUIRED TO BE PAID WITH RESPECT TO THE SAME.

SECTION 2.06. BEFORE AUTHENTICATING ANY BONDS, THE TRUSTEE SHALL CUT OFF AND CANCEL ALL MATURED COUPONS, IF ANY, THEREON, AND THE TRUSTEE SHALL DELIVER TO THE BOARD A CERTIFICATE OF SUCH CANCELLATION.

SECTION 2.07. UPON THE RECEIPT BY THE BOARD AND THE TRUSTEE OF EVIDENCE SATISFACTORY TO THEM OF THE LOSS, THEFT, DESTRUCTION OR MUTILATION OF ANY OUTSTANDING BOND OR BONDS HEREBY SECURED, AND OF INDEMNITY SATISFACTORY TO THEM, AND UPON SURRENDER AND CANCELLATION OF SUCH BOND OR BONDS IF MUTILATED, THE BOARD MAY EXECUTE AND THE TRUSTEE MAY AUTHENTICATE AND THERE MAY BE DELIVERED, A NEW BOND OR BONDS OF LIKE TENOR, MATURITY AND SERIAL NUMBERING IN LIEU OF SUCH LOST, STOLEN, DESTROYED OR MUTILATED BOND OR BONDS. EACH SUCH NEW BOND MAY BEAR SUCH ENDORSEMENT AS MAY BE AGREED UPON BY THE BOARD AND BY THE TRUSTEE TO BE NECESSARY TO EVIDENCE THAT IT HAS BEEN ISSUED IN LIEU OF A LOST, STOLEN, DESTROYED OR MUTILATED BOND. THE BOARD MAY REQUIRE THE PAYMENT OF THE EXPENSES WHICH MAY BE INCURRED BY THE BOARD AND THE FEES AND EXPENSES OF THE TRUSTEE IN THE PREMISES.

SECTION 2.08. AS TO ALL BONDS REGISTERED AS TO PRINCIPAL, THE PERSON IN WHOSE NAME THE SAME SHALL BE REGISTERED SHALL BE DEEMED AND REGARDED AS THE OWNER THEREOF, FOR ALL PURPOSE OF THIS INDENTURE, AND THEREAFTER PAYMENT OF OR ON ACCOUNT OF THE PRINCIPAL OF SUCH BOND SHALL BE MADE ONLY TO OR UPON THE ORDER IN WRITING OF SUCH REGISTERED OWNER THEREOF, BUT SUCH REGISTRATION MAY BE CHANGED AS ABOVE PROVIDED. THE BOARD AND THE TRUSTEE MAY DEEM AND TREAT THE BEARER OF ANY BOND WHICH SHALL NOT AT THE TIME BE REGISTERED AS TO PRINCIPAL, AND THE BEARER OF ANY COUPON FOR INTEREST ON SUCH BOND, WHETHER SUCH BOND SHALL BE REGISTERED OR NOT, AS THE ABSOLUTE OWNER OF SUCH BOND OR COUPON FOR THE PURPOSE OF RECEIVING PAYMENT THEREOF, AND FOR ALL OTHER PURPOSES WHATSOEVER, AND THE BOARD AND THE TRUSTEE SHALL NOT BE AFFECTED BY ANY NOTICE TO THE CONTRARY.

### ARTICLE THREE

#### REDEMPTION OF BONDS

SECTION 3.01. THE RIGHT IS HEREBY RESERVED TO CALL AND REDEEM THE BONDS NUMBERED 177 TO 1469, MATURING SEPTEMBER 1, 1972, THROUGH SEPTEMBER 1, 2001, INCLUSIVE, PRIOR TO MATURITY, AS A WHOLE OR FROM TIME TO TIME IN PART IN THE INVERSE ORDER OF THEIR NUMBERING, SAID BONDS NUMBERED 1150 TO 1469, MATURING SEPTEMBER 1, 1997, THROUGH SEPTEMBER 1, 2001, INCLUSIVE, BEING SO REDEEMABLE ON ANY INTEREST PAYMENT DATE UPON

TERMS OF PAR AND ACCRUED INTEREST TO THE REDEMPTION DATE, AND BONDS NUMBERED 177 TO 1149, MATURING SEPTEMBER 1, 1972, THROUGH SEPTEMBER 1, 1996, INCLUSIVE, BEING SO REDEEMABLE ON ANY INTEREST PAYMENT DATE FALLING AFTER SEPTEMBER 1, 1971, UPON TERMS OF PAR AND ACCRUED INTEREST TO THE REDEMPTION DATE PLUS A REDEMPTION PREMIUM OF THREE PER CENT OF THE PRINCIPAL AMOUNT THEREOF IF CALLED FOR REDEMPTION ON OR PRIOR TO SEPTEMBER 1, 1976; TWO AND ONE-HALF PER CENT OF THE PRINCIPAL AMOUNT THEREOF IF CALLED FOR REDEMPTION THEREAFTER AND ON OR PRIOR TO SEPTEMBER 1, 1981; TWO PER CENT OF THE PRINCIPAL AMOUNT THEREOF IF CALLED FOR REDEMPTION THEREAFTER AND ON OR PRIOR TO SEPTEMBER 1, 1986; ONE AND ONE-HALF PER CENT OF THE PRINCIPAL AMOUNT THEREOF IF CALLED FOR REDEMPTION THEREAFTER AND ON OR PRIOR TO SEPTEMBER 1, 1991, AND ONE PER CENT OF THE PRINCIPAL AMOUNT THEREOF IF CALLED FOR REDEMPTION THEREAFTER. PRIORITY AS TO CALL SHALL EXTEND TO BONDS NUMBERED 1150 THROUGH 1469, INCLUSIVE, OVER BONDS NUMBERED 177 THROUGH 1149, INCLUSIVE.

IN CASE THE BOARD SHALL DESIRE TO EXERCISE ITS RIGHT OF REDEMPTION, IT SHALL CAUSE TO BE FILED WITH THE TRUSTEE (AT LEAST 30 DAYS IN ADVANCE OF THE REDEMPTION DATE) A COPY OF A NOTICE SPECIFYING THE REDEMPTION DATE AND THE NUMBERS OF THE BONDS TO BE REDEEMED, AND SHALL CAUSE NOTICE OF SUCH REDEMPTION TO BE PUBLISHED IN A FINANCIAL NEWSPAPER OR JOURNAL, OF GENERAL CIRCULATION, PUBLISHED IN THE ENGLISH LANGUAGE IN THE CITY OF NEW YORK, NEW YORK, AT LEAST ONCE NOT LESS THAN 30 DAYS BEFORE THE DATE FIXED FOR REDEMPTION, SUCH PUBLISHED NOTICE TO IDENTIFY THE BONDS TO BE REDEEMED AND TO STATE THAT INTEREST WILL CEASE TO ACCRUE THEREON FROM AND AFTER THE SPECIFIED REDEMPTION DATE. IF ANY OF THE BONDS TO BE REDEEMED ARE AT THE TIME REGISTERED AS TO PRINCIPAL, SIMILAR NOTICE SHALL BE SENT BY THE BOARD THROUGH THE MAILS, POSTAGE PREPAID, AT LEAST THIRTY (30) DAYS PRIOR TO SUCH REDEMPTION DATE, TO THE PERSONS RESPECTIVELY WHO SHALL APPEAR TO BE BONDHOLDERS, BY THE TRANSFER REGISTER OF THE BOARD AT THE OFFICE OF THE TRUSTEE, BUT SUCH MAILING SHALL NOT BE A CONDITION PRECEDENT TO SUCH REDEMPTION, AND FAILURE SO TO MAIL ANY NOTICE SHALL NOT AFFECT THE VALIDITY OF THE PROCEEDINGS FOR THE REDEMPTION OF SUCH BONDS.

ON OR BEFORE THE REDEMPTION DATE SPECIFIED IN THE NOTICE ABOVE PROVIDED FOR, THE BOARD SHALL, AND IT HEREBY COVENANTS THAT IT WILL, DEPOSIT WITH THE TRUSTEE AN AMOUNT OF CASH SUFFICIENT TO EFFECT THE REDEMPTION OF THE BONDS SPECIFIED IN SUCH NOTICE, OR CAUSE THE TRUSTEE TO APPLY TO SUCH PURPOSE MONEYS THERETOFORE DEPOSITED WITH THE TRUSTEE UNDER THE PROVISIONS HEREOF AND PROPERLY AVAILABLE FOR SUCH PURPOSE. ALL MONEYS DEPOSITED BY THE BOARD WITH THE TRUSTEE, OR SET APART BY THE TRUSTEE, UNDER

THE PROVISIONS OF THIS INDENTURE, FOR THE REDEMPTION OF BONDS, SHALL BE HELD IN TRUST FOR ACCOUNT OF THE HOLDERS THEREOF AND SHALL BE PAID TO THEM RESPECTIVELY UPON PRESENTATION AND SURRENDER OF SAID BONDS ACCOMPANIED BY ALL INTEREST COUPONS, IF ANY, MATURING AFTER THE DATE FIXED FOR REDEMPTION THEREOF, PROVIDED, HOWEVER, IF ANY SUCH BONDS SHALL BE REGISTERED, THE SAME SHALL BE ENDORSED IN BLANK FOR TRANSFER IF THE TRUSTEE SHALL SO REQUIRE.

FROM AND AFTER THE DATE OF REDEMPTION DESIGNATED IN SUCH NOTICE (SUCH NOTICE HAVING BEEN GIVEN AS AFORESAID AND SUCH DEPOSIT HAVING BEEN MADE OR MONEYS SET APART AS AFORESAID), NO FURTHER INTEREST SHALL ACCRUE UPON ANY OF THE BONDS SO TO BE REDEEMED, AND ANY COUPONS FOR INTEREST PERTAINING TO ANY SUCH BONDS AND MATURING AFTER SUCH DATE SHALL BE VOID, AND ALL SUCH BONDS, INSOFAR AS SUCH DEPOSIT SHALL HAVE BEEN MADE OR MONEYS SET APART AS AFORESAID, AND ALL SUCH COUPONS SHALL CEASE TO BE ENTITLED TO THE BENEFIT OF THE LIEN OF THIS INDENTURE, AND THE BOARD SHALL BE UNDER NO FURTHER LIABILITY IN RESPECT THEREOF.

SECTION 3.02. ALL BONDS SO REDEEMED SHALL FORTHWITH BE CANCELLED BY THE TRUSTEE, WHICH SHALL DELIVER SUCH CANCELLED BONDS TO THE BOARD.

#### ARTICLE FOUR

##### DISPOSITION AND CUSTODY OF INCOME AND REVENUES OF THE PROJECT

SECTION 4.01. AS SOON AS ANY PORTION OF THE PROJECT BECOMES REVENUE PRODUCING, ALL RENTALS, CHARGES, INCOME AND REVENUES AND PLEDGED INCIDENTAL FEES, ARISING FROM THE OPERATION OR OWNERSHIP OF THE PROJECT SHALL BE DEPOSITED TO THE CREDIT OF A SPECIAL FUND UPON THE BOOKS AND RECORDS OF THE BOARD, TO BE DESIGNATED "HOUSING AND DINING HALL REVENUE BONDS OF 1961 REVENUE FUND ACCOUNT" (HEREINAFTER SOMETIMES REFERRED TO AS THE "REVENUE FUND"), AND WHICH REVENUE FUND IS HEREBY CREATED. SUCH REVENUE FUND SHALL BE HELD IN THE CUSTODY OF THE TREASURER OF THE BOARD, SEPARATE AND APART FROM ALL OTHER FUNDS. SUCH REVENUE FUND SHALL BE MAINTAINED SO LONG AS ANY OF THE BONDS ARE OUTSTANDING, AS A TRUST FUND IN A BANK WHICH IS A MEMBER OF THE FEDERAL DEPOSIT INSURANCE CORPORATION AND SHALL BE EXPENDED AND USED BY THE TREASURER ONLY IN THE MANNER AND ORDER HEREINAFTER SPECIFIED.

SECTION 4.02. THE BOARD COVENANTS AND AGREES, IMMEDIATELY UPON THE SALE AND DELIVERY OF ANY OF THE BONDS, TO CREATE AND ESTABLISH WITH THE TRUSTEE, A SEPARATE ACCOUNT, RECORDED ON THE BOOKS OF THE BOARD, TO BE DESIGNATED "HOUSING AND DINING HALL REVENUE BONDS OF 1961 BOND AND INTEREST SINKING FUND ACCOUNT" (HEREINAFTER SOMETIMES REFERRED TO AS THE "SINKING FUND"). SO LONG AS ANY OF THE BONDS ARE OUT-

STANDING, THE SAID SINKING FUND SHALL BE MAINTAINED AND DEPOSITED, EITHER DIRECTLY OR THROUGH BANKING CHANNELS, INTO THE CUSTODY OF THE TRUSTEE, AND SHALL BE USED BY THE TRUSTEE TO PAY INTEREST AS IT BECOMES DUE ON BONDS FROM TIME TO TIME, AND TO PAY AND TO RETIRE THE BONDS AT OR BEFORE MATURITY IN ACCORDANCE WITH THE PROVISIONS OF THIS INDENTURE.

IN CONNECTION WITH THE ESTABLISHMENT AND MAINTENANCE OF THE SINKING FUND, THE BOARD COVENANTS AND AGREES AS FOLLOWS:

- (1) THAT INITIALLY, THERE WILL BE DEPOSITED IN THE SINKING FUND THE ACCRUED INTEREST, IF ANY, RECEIVED AT THE TIME OR TIMES OF THE SALE OR SALES OF THE BONDS, TOGETHER WITH SUCH FURTHER SUM FROM THE BOND PROCEEDS OR FROM THE CONSTRUCTION FUND OR OTHER SOURCE, AS WILL CAUSE THE TOTAL SO DEPOSITED TO EQUAL ALL INTEREST MATURING UNTIL THE PROJECT BECOMES REVENUE-PRODUCING.
- (2) THAT AS SOON AS ANY PORTION OF THE PROJECT BECOMES REVENUE-PRODUCING, THE BOARD SHALL TRANSFER FROM THE REVENUE FUND TO THE DEPOSIT OF THE BOND AND INTEREST SINKING FUND ACCOUNT, ON OR BEFORE FEBRUARY 15, 1962, AUGUST 15, 1962, FEBRUARY 15, 1963, AND AUGUST 15, 1963, RESPECTIVELY, SUCH SUMS AS WILL BE SUFFICIENT, TOGETHER WITH BALANCES IN SAID SINKING FUND, TO PAY INTEREST ON ANY OUTSTANDING BONDS TO BECOME DUE ON MARCH 1, 1962, SEPTEMBER 1, 1962, MARCH 1, 1963, AND SEPTEMBER 1, 1963, RESPECTIVELY, AND THEREAFTER, THE BOARD SHALL TRANSFER FROM SAID REVENUE FUND ACCOUNT AND DEPOSIT TO THE CREDIT OF THE SINKING FUND THE SUM OF AT LEAST \$48,000 ON OR BEFORE FEBRUARY 15, 1964, AND ON OR BEFORE EACH FEBRUARY 15 AND AUGUST 15, UNTIL THE AMOUNTS ACCUMULATED IN SAID SINKING FUND, INCLUDING ANY INVESTMENTS CARRIED TO THE CREDIT OF SAID SINKING FUND, ARE SUFFICIENT TO MEET THE INTEREST DUE ON THE OUTSTANDING BONDS ON THE NEXT ENSUING INTEREST PAYMENT DATE, PLUS AN AMOUNT EQUAL TO ONE-HALF OF THE PRINCIPAL MATURITY DUE WITHIN THE NEXT ENSUING YEAR, PLUS A DEBT SERVICE RESERVE OF \$156,000, AND THEREAFTER, ON OR BEFORE EACH SUCCEEDING FEBRUARY 15 AND AUGUST 15, IN LIKE MANNER, SUCH SUMS FROM SAID SOURCES AS MAY BE NECESSARY TO MEET THE INTEREST ON THE BONDS DUE ON THE NEXT INTEREST PAYMENT DATE AND ONE-HALF OF PRINCIPAL DUE WITHIN THE SUCCEEDING TWELVE MONTHS AND TO MAINTAIN A DEBT SERVICE RESERVE IN THE AMOUNT OF \$156,000.00

SECTION 4.03. THE AMOUNT BY WHICH THE AFORESAID PAYMENTS INTO THE SINKING FUND EXCEEDS THE AGGREGATE AMOUNT OF INTEREST ON AND PRINCIPAL OF SAID BONDS THEN CURRENTLY BECOMING DUE SHALL BE HELD AS A RESERVE; PROVIDED, HOWEVER, THAT NO FURTHER PAYMENTS NEED BE MADE INTO SAID SINKING FUND WHENEVER AND SO LONG AS SUCH AMOUNT OF THE BONDS SHALL HAVE BEEN RETIRED THAT THE AMOUNT THEN HELD THEREIN, INCLUDING THE RESERVE, IS SUFFICIENT TO ACCOMPLISH RETIREMENT OF ALL OF THE BONDS THEN OUTSTANDING AND TO PAY ALL INTEREST THAT IS TO BE PAID ON ALL OF SUCH BONDS PRIOR TO SUCH RETIREMENT.

IF, FOR ANY REASON, THERE SHALL BE A FAILURE TO MAKE ANY PAYMENTS INTO SAID SINKING FUND AS AFORESAID, ANY SUMS THEN HELD AS A RESERVE SHALL BE USED FOR THE PAYMENT OF ANY PORTION OF THE INTEREST OR PRINCIPAL AS TO WHICH THERE WOULD OTHERWISE

BE DEFAULT, BUT SUCH RESERVE SHALL BE REIMBURSED THEREFOR FROM THE FIRST AVAILABLE PAYMENTS MADE INTO THE SINKING FUND BY INCREASING THE SUBSEQUENT SEMI-ANNUAL PAYMENTS TO AT LEAST 120 PER CENT OF THE MINIMUM AMOUNTS OTHERWISE REQUIRED TO BE MADE INTO THE SINKING FUND.

ALL MONEYS HELD IN THE SINKING FUND SHALL BE HELD, SECURED, AND INVESTED BY THE TRUSTEE, AS PROVIDED BY SECTIONS 4.08 AND 4.09 OF THIS INDENTURE. SAID SINKING FUND SHALL BE USED SOLELY AND ONLY FOR THE PURPOSE OF PAYING THE INTEREST ON SAID BONDS SECURED HEREBY AND ACCOMPLISHING RETIREMENT OF SAID BONDS AT OR BEFORE MATURITY, AND IS HEREBY IRREVOCABLY PLEDGED FOR THAT PURPOSE, AND SHALL BE USED FOR NO OTHER PURPOSE WHATSOEVER, AND ONLY THE AMOUNT IN SAID SINKING FUND IN EXCESS OF THE DEBT SERVICE REQUIREMENTS ON THE OUTSTANDING BONDS DURING THE CURRENT YEAR AND DEBT SERVICE RESERVE OF \$156,000 MAY BE USED AT ANY TIME FOR THE RETIREMENT OF BONDS IN ADVANCE OF THEIR MATURITY.

SECTION 4.04. DURING THE THIRTY DAYS PRECEDING EACH MARCH 1 AND SEPTEMBER 1, THE TRUSTEE SHALL TRANSFER FROM THE SINKING FUND TO THE PRINCIPAL OFFICE OF THE CHEMICAL BANK NEW YORK TRUST COMPANY, IN ITS CAPACITY AS THE NEW YORK PAYING AGENT NAMED HEREIN, FUNDS SUFFICIENT TO ENABLE SAID NEW YORK PAYING AGENT TO PAY MATURING BONDS AND INTEREST COUPONS AS ARE THERE PRESENTED; OR THE TRUSTEE SHALL MAKE SUCH ARRANGEMENTS WITH SAID NEW YORK PAYING AGENT AS TO ASSURE THE PROMPT PAYMENT OF MATURING BONDS AND COUPONS AS ARE THERE PRESENTED. THE TRUSTEE SHALL MAKE SIMILAR ARRANGEMENTS IN THE EVENT OF REDEMPTION OF ANY BONDS PURSUANT TO ARTICLE THREE OF THIS INDENTURE.

SECTION 4.05. CURRENT EXPENSES OF THE PROJECT SHALL BE PAYABLE AFTER COMPLIANCE WITH THE PROVISIONS OF SECTION 4.02 HEREOF FROM THE REVENUE FUND AS THE SAME BECOME DUE AND ARE PAYABLE. CURRENT EXPENSES SHALL INCLUDE ALL NECESSARY OPERATING EXPENSES, INCLUDING COST OF FOOD, CURRENT MAINTENANCE CHARGES, EXPENSES OF REASONABLE UPKEEP AND REPAIRS, PROPERLY ALLOCATED SHARE OF CHARGES FOR INSURANCE AND ALL OTHER EXPENSES INCIDENT TO THE OPERATION OF THE PROJECT; BUT SHALL EXCLUDE DEPRECIATION, ALL GENERAL ADMINISTRATIVE EXPENSES OF THE BOARD AND THE PAYMENT INTO THE "REPAIR AND REPLACEMENT RESERVE ACCOUNT OF SEPTEMBER 1, 1961," HEREINAFTER PROVIDED FOR.

SECTION 4.06. THERE IS HEREBY CREATED A SPECIAL ACCOUNT UPON THE BOOKS OF THE BOARD, SEPARATE AND APART FROM ALL OTHER ACCOUNTS AND FUNDS, THE SAME TO BE DESIGNATED "REPAIR AND REPLACEMENT RESERVE ACCOUNT OF SEPTEMBER 1, 1961;"

(HEREINAFTER SOMETIMES REFERRED TO AS THE "REPAIR FUND"). SO LONG AS ANY OF THE BONDS ARE OUTSTANDING THE SAID FUND SHALL BE MAINTAINED AND DEPOSITED EITHER DIRECTLY OR THROUGH BANKING CHANNELS INTO THE CUSTODY OF THE TRUSTEE. AS SOON AS THE RESERVE IS ACCUMULATED IN THE SINKING FUND AS REQUIRED BY SECTION 4.02, THE BOARD SHALL DEPOSIT FROM THE REVENUE FUND, ON OR BEFORE THE CLOSE OF EACH FISCAL YEAR, THE SUM OF AT LEAST \$9,000.00, ANNUALLY, UNTIL THE AMOUNT ACCUMULATED IN SAID REPAIR FUND, INCLUDING ANY INVESTMENTS CARRIED TO THE CREDIT OF SAID REPAIR FUND, SHALL AGGREGATE \$90,000, AND, THEREAFTER, SUCH SUMS, BUT NOT MORE THAN \$9,000.00 ANNUALLY, AS MAY BE REQUIRED TO MAINTAIN (AND RESTORE) A BALANCE OF \$90,000 IN THE REPAIR FUND, WHICH FUND MAY BE DRAWN ON AND USED BY THE BOARD FOR THE PURPOSE OF PAYING THE COST OF UNUSUAL OR EXTRAORDINARY MAINTENANCE OR REPAIRS, RENEWALS AND REPLACEMENTS, AND THE RENOVATING OR REPLACEMENT OF THE EQUIPMENT NOT PAID AS PART OF THE ORDINARY AND NORMAL EXPENSES OF PROJECT OPERATION. HOWEVER, IN THE EVENT THE FUNDS IN THE SINKING FUND SHOULD BE REDUCED BELOW THE AMOUNT REQUIRED TO MEET THE INTEREST DUE ON THE OUTSTANDING BONDS ON THE NEXT ENSUING INTEREST PAYMENT DATE, PLUS AN AMOUNT EQUAL TO ONE-HALF OF THE PRINCIPAL MATURITY DUE WITHIN THE NEXT ENSUING YEAR, PLUS THE REQUIRED DEBT SERVICE RESERVE OF \$156,000, FUNDS ON DEPOSIT IN THE REPAIR FUND SHALL BE TRANSFERRED TO THE SINKING FUND TO THE EXTENT REQUIRED TO ELIMINATE THE DEFICIENCY IN SUCH SINKING FUND.

SECTION 4.07. SUBJECT TO THE FOREGOING MAXIMUM DEPOSITS, WHICH ARE CUMULATIVE, THE BOARD MAY USE THE BALANCE OF EXCESS FUNDS IN THE REVENUE FUND AT THE CLOSE OF EACH FISCAL YEAR (1) TO REDEEM OUTSTANDING BONDS ON THE NEXT INTEREST PAYMENT DATE, IN INVERSE NUMERICAL AND MATURITY ORDER, IN AMOUNTS OF NOT LESS THAN \$5,000 PAR VALUE AT ONE TIME, AT A PRICE WHICH IS NOT IN EXCESS OF THE CALL PRICE ON THE NEXT INTEREST PAYMENT DATE; (2) FOR ANY EXPENDITURES, INCLUDING THE PAYMENT OF DEBT SERVICE, IN IMPROVING OR ADDING TO OR RESTORING THE PROJECT, OR ANY PART THEREOF, OR (3) FOR ANY LAWFUL PURPOSE,

SECTION 4.08. ALL MONEYS DEPOSITED WITH AND IN THE CUSTODY OF THE TRUSTEE UNDER THE PROVISIONS OF THIS INDENTURE SHALL BE TRUST FUNDS AND SHALL NOT BE SUBJECT TO LIEN OR ATTACHMENT BY ANY CREDITOR, SUCH MONEYS SHALL BE HELD IN TRUST AND APPLIED IN ACCORDANCE WITH THE PROVISIONS OF THIS INDENTURE AND SHALL BE SECURED IN SUCH MANNER AS MAY AT THE TIME BE REQUIRED OR PERMITTED BY APPLICABLE STATE OR FEDERAL LAWS AND REGULATIONS REGARDING THE SECURITY FOR, OR GRANTING A PREFERENCE IN THE CASE OF, THE DEPOSIT OF TRUST FUNDS.



SECTION 4.09. MONEYS HELD FOR THE CREDIT OF THE REPAIR FUND AND THE AMOUNT THEREOF IN THE SINKING FUND IN EXCESS OF ALL BOND PRINCIPAL AND INTEREST REQUIREMENTS FOR THE ENSUING TWELVE MONTHS) PERIOD SHALL BE INVESTED BY THE TRUSTEE, IF SO DIRECTED BY RESOLUTION OF THE BOARD, IN DIRECT OBLIGATIONS OF, OR OBLIGATIONS THE PRINCIPAL AND INTEREST OF WHICH ARE UNCONDITIONALLY GUARANTEED BY, THE UNITED STATES GOVERNMENT, WHICH MATURE OR ARE REDEEMABLE AT THE OPTION OF THE HOLDER WITHIN FIVE YEARS FROM THE DATE OF INVESTMENT THEREIN. OBLIGATIONS SO PURCHASED SHALL BE DEEMED AT ALL TIMES TO BE A PART OF THE REPAIR FUND AND SINKING FUND RESPECTIVELY. THE TRUSTEE SHALL SELL AT THE BEST PRICE OBTAINABLE ANY OBLIGATIONS SO PURCHASED WHENEVER IT SHALL BE NECESSARY SO TO DO IN ORDER TO PROVIDE MONEYS TO MEET ANY PAYMENT FROM THE REPAIR FUND OR SINKING FUND, NEITHER THE TRUSTEE NOR THE BOARD SHALL BE LIABLE OR RESPONSIBLE FOR ANY LOSS RESULTING FROM ANY SUCH INVESTMENT. IN DETERMINING THE ADEQUACY OF RESERVES, ALL SUCH INVESTMENTS SHALL BE VALUED IN TERMS OF THEIR MARKET VALUE ON THE THEN NEXT PRECEDING JUNE 30 OR DECEMBER 31, WHICHEVER WAS LATER.

## ARTICLE FIVE

### PARTICULAR COVENANTS OF THE BOARD

SECTION 5.01. THE BOARD COVENANTS AND AGREES THAT IT HAS THE LAWFUL CONTROL OF THE SITES OF THE PROJECT, AS HEREINAFTER DESCRIBED IN ARTICLE TWELVE HEREOF, THAT SAID PROPERTY IS FREE FROM ANY AND ALL LIENS AND ENCUMBRANCES AND THAT THE BOARD WILL WARRANT AND DEFEND THE TITLE THERETO AGAINST ALL CLAIMS AND DEMANDS WHATSOEVER.

SECTION 5.02. THE BOARD COVENANTS AND AGREES THAT IT WILL DULY AND PUNCTUALLY PAY OR CAUSE TO BE PAID THE PRINCIPAL SUM, AND THE INTEREST ACCRUING ON SAID PRINCIPAL, ON EACH AND EVERY ONE OF THE BONDS SECURED HEREOF, AT THE DATES AND PLACES, AND IN THE MANNER PROVIDED IN SAID BONDS AND IN THE COUPONS THEREUNTO APPERTAINING, ACCORDING TO THE TERMS THEREOF AND OF THIS INDENTURE.

SECTION 5.03. THE BOARD COVENANTS AND AGREES THAT UPON ACCEPTANCE OF THE PROJECT FROM THE CONTRACTOR OR UPON OCCUPANCY OF THE PROJECT, WHICHEVER SHALL OCCUR FIRST, THE BOARD SHALL PROCURE AND MAINTAIN, SO LONG AS ANY OF THE BONDS ARE OUTSTANDING, FIRE AND EXTENDED COVERAGE INSURANCE ON THE PROJECT, IN AMOUNTS SUFFICIENT TO PROVIDE FOR NOT LESS THAN FULL RECOVERY WHENEVER THE LOSS FROM CAUSES COVERED BY SUCH INSURANCE DOES NOT EXCEED 80 PER CENTUM (80 PER CENT) OF THE FULL INSURABLE VALUE OF THE PROJECT, AND ALSO BOILER EXPLOSION INSURANCE COVERING ANY STEAM BOILERS SERVING THE PROJECT, TO THE EXTENT AUTHORIZED BY LAW. SUCH INSURANCE SHALL BE IN THE STATE FIRE AND TORNADO INSURANCE FUND OF THE COMMONWEALTH OF KENTUCKY OR REPUTABLE INSURANCE

COMPANIES AND BY POLICIES IN FORM SATISFACTORY TO THE TRUSTEE, LOSS, IF ANY, TO BE MADE PAYABLE TO THE TRUSTEE AS ITS INTEREST MAY APPEAR. THE BOARD WILL, WITHIN A REASONABLE TIME AFTER THE EXECUTION HEREOF, AND WITHIN FOUR (4) MONTHS AFTER THE CLOSE OF EACH CALENDAR YEAR THEREAFTER, FURNISH TO THE TRUSTEE A STATEMENT IN WRITING, SIGNED BY AN OFFICER OF THE COLLEGE, SETTING FORTH THE FULL INSURABLE VALUE OF THE PROJECT AND FULLY DESCRIBING ALL INSURANCE THEN IN FORCE, BUT THE TRUSTEE MAY, AT ITS OPTION, REQUIRE THE BOARD TO DEPOSIT WITH IT ANY OR ALL OF SUCH INSURANCE POLICIES, AND SHALL REQUIRE SUCH DEPOSIT IF ANY EVENT OF DEFAULT OCCURS. IF THE TOTAL RECEIVED BY THE TRUSTEE UPON ALL POLICIES SHALL, IN CASE OF ANY PARTICULAR LOSS, BE LESS THAN THE SUM OF TEN THOUSAND DOLLARS (\$10,000), THE AMOUNT SHALL BE PAID OVER BY THE TRUSTEE TO OR UPON THE ORDER OF THE BOARD, AND SHALL BE APPLIED TO THE EXTENT REQUIRED, FOR REPLACEMENT OR REPAIRS OF, OR SUBSTITUTES FOR, THE DAMAGED OR DESTROYED PROPERTY, BUT THE TRUSTEE SHALL NOT BE OBLIGATED TO SEE TO THE APPLICATION THEREOF; THAT IN ALL OTHER CASES THE PROCEEDS OF ANY AND ALL INSURANCE ON ANY PART OF SUCH PROPERTY WHICH MAY BE RECEIVED BY THE TRUSTEE SHALL BE HELD AND APPLIED BY THE TRUSTEE AS HEREINAFTER IN THIS SECTION PROVIDED. IN THE EVENT OF ANY DAMAGE TO, OR THE DESTRUCTION OF, THE PROJECT, THE BOARD, UNLESS IT ELECTS TO PAY AND REDEEM ALL OUTSTANDING BONDS, SHALL PROMPTLY ARRANGE FOR THE REPAIR AND RECONSTRUCTION OF THE DAMAGED OR DESTROYED PORTION THEREOF, AND SHALL ARRANGE FOR THE APPLICATION OF THE PROCEEDS OF THE INSURANCE FOR THAT PURPOSE, AS IS HEREINAFTER IN THIS SECTION PROVIDED.

IMMEDIATELY UPON OCCUPANCY OF THE PROJECT AND SO LONG THEREAFTER AS THE FUNDS AND INVESTMENTS OF THE SINKING FUND ARE INSUFFICIENT TO PROVIDE DEBT SERVICE FOR THE CURRENT YEAR PLUS THE REQUIRED RESERVE, THE BOARD WILL PROCURE AND MAINTAIN USE AND OCCUPANCY INSURANCE ON THE PROJECT, IN AN AMOUNT SUFFICIENT TO ENABLE THE BOARD TO DEPOSIT IN THE SINKING FUND OUT OF THE PROCEEDS OF SUCH INSURANCE, AN AMOUNT EQUAL TO THE SUM WHICH WOULD NORMALLY HAVE BEEN AVAILABLE FOR DEPOSIT IN SUCH SINKING FUND FROM THE REVENUES OF THE DAMAGED BUILDING DURING THE TIME THE DAMAGED BUILDING IS NON-REVENUE-PRODUCING AS A RESULT OF LOSS OF USE CAUSED BY HAZARDS COVERED BY FIRE AND EXTENDED COVERAGE INSURANCE.

ALL INSURANCE MONEYS (EXCEPT THE PROCEEDS OF USE AND OCCUPANCY INSURANCE, WHICH SHALL BE DEPOSITED IN THE SINKING FUND, AND ALL PROPERTY INSURANCE IN AMOUNTS OF LESS THAN TEN THOUSAND DOLLARS (\$10,000) ABOVE PROVIDED TO BE PAID OVER TO THE BOARD) RECEIVED BY THE TRUSTEE UNDER THE PROVISIONS OF THIS SECTION SHALL BE HELD BY THE TRUSTEE AS SUBSTITUTED SECURITY, AND THE SAME SHALL BE PAID OUT BY THE TRUSTEE FROM

TIME TO TIME UPON WRITTEN ORDER OF THE BOARD, SIGNED BY THE CHAIRMAN AND SECRETARY, AND ACCOMPANIED BY AN APPROVING CERTIFICATE OF AN ARCHITECT OR ENGINEER, FOR THE PURPOSE OF PAYING THE REASONABLE COST OF REPAIRING OR REPLACING PART OR ALL OF THE PROPERTY DAMAGED OR DESTROYED; PROVIDED, HOWEVER, THAT THE BOARD SHALL HAVE FURNISHED IN ADDITION TO THE PROCEEDS OF SUCH INSURANCE, SUCH MONEYS AS MAY BE REQUIRED TO COMPLETE SUCH REPAIRS OR REPLACEMENTS, AND SAID INSURANCE MONEYS SHALL BE PAID OUT BY THE TRUSTEE ONLY WHEN THE SAME SHALL BE FULLY SUFFICIENT TO COMPLETE SUCH REPAIRS OR REPLACEMENT, AS SHOWN BY THE SAID CERTIFICATE OF AN ARCHITECT OR ENGINEER. EVERY SUCH ORDER OF THE BOARD FOR THE PAYMENT OF INSURANCE MONEYS SHALL STATE THAT THE BOARD IS NOT IN DEFAULT UNDER ANY OF THE TERMS AND PROVISIONS OF THIS INDENTURE. THE TRUSTEE SHALL BE FULLY PROTECTED IN PAYING ANY SUCH CASH TO OR UPON THE ORDER OF THE BOARD UPON RECEIPT OF THE SHOWINGS ABOVE SPECIFIED, BUT THE TRUSTEE SHALL HAVE THE RIGHT, BUT SHALL NOT BE OBLIGED, TO REQUIRE THE BOARD TO FURNISH SUCH ADDITIONAL EVIDENCE IN THE PREMISES AS THE TRUSTEE MAY DEEM NECESSARY IN ORDER TO ESTABLISH THE RIGHT OF THE BOARD TO THE WITHDRAWAL OF ANY SUCH INSURANCE MONEYS. IN THE EVENT INSURANCE PROCEEDS SHALL REMAIN AFTER THE COMPLETION OF SUCH REPAIRS OR REPLACEMENTS, THEN THE TRUSTEE SHALL DEPOSIT SUCH MONEYS IN THE SINKING FUND PROVIDED FOR BY ARTICLE FOUR HEREOF, AND SUCH MONEYS SHALL BE APPLIED TO THE RETIREMENT OF BONDS.

SECTION 5.04. THE BOARD COVENANTS AND AGREES THAT SO LONG AS ANY OF THE BONDS ARE OUTSTANDING THE BOARD WILL, IF SUCH INSURANCE IS NOT ALREADY IN FORCE, PROCURE AND MAINTAIN PUBLIC LIABILITY INSURANCE TO THE EXTENT AUTHORIZED BY LAW, TO PROTECT THE BOARD FROM CLAIMS FOR BODILY INJURY AND - OR DEATH WHICH MAY ARISE FROM THE OPERATION OF THE PROJECT, INCLUDING ANY USE OR OCCUPANCY OF ITS GROUNDS, STRUCTURES AND VEHICLES.

SECTION 5.05. THE BOARD COVENANTS AND AGREES THAT IT WILL AT ALL TIMES MAINTAIN, PRESERVE AND KEEP THE PROJECT AND EVERY PART THEREOF IN GOOD CONDITION, REPAIR AND WORKING ORDER AND WILL FROM TIME TO TIME MAKE ALL NEEDFUL AND PROPER REPAIRS, REPLACEMENTS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS SO THAT THE OPERATION AND BUSINESS OF AND PERTAINING TO THE PROJECT AND EVERY PART THEREOF SHALL AT ALL TIMES BE CONDUCTED PROPERLY AND ADVANTAGEOUSLY; AND WHENEVER ANY PORTION OF THE PROJECT SHALL HAVE BEEN WORN OUT OR DESTROYED OR SHALL HAVE BECOME OBSOLETE, INEFFICIENT OR OTHERWISE UNFIT FOR USE, THE BOARD WILL PROCURE AND INSTALL SUBSTITUTES OF AT LEAST EQUAL VALUE, UTILITY AND EFFICIENCY SO THAT THE VALUE AND EFFICIENCY OF THE PROJECT SHALL AT ALL TIMES BE FULLY MAINTAINED, AND TO THE EXTENT OTHER FUNDS ARE NOT AVAILABLE, THE BOARD SHALL SET APART, USE AND APPLY FUNDS IN THE REPAIR FUND FOR

THE FOREGOING PURPOSES.

IT IS HEREBY REPRESENTED, COVENANTED AND AGREED THAT MURRAY STATE COLLEGE, WITH THE APPROVAL OF THE COUNCIL OF PUBLIC HIGHER EDUCATION, HAS HERETOFORE ESTABLISHED, AND SO LONG AS ANY OF THE BONDS ARE OUTSTANDING, WILL CONTINUE TO FIX, IMPOSE, CHARGE AND COLLECT SUCH RENTALS, CHARGES, INCOME, REVENUES AND INCIDENTAL FEES ARISING FROM THE OPERATION AND OWNERSHIP OF THE PROJECT, AND SHALL ESTABLISH INITIALLY A BASE RENTAL OF NOT LESS THAN \$5.00 WEEKLY FOR EACH STUDENT OCCUPANT FOR USE AND OCCUPANCY OF THE PROJECT DORMITORY, AND THEREAFTER SHALL MAINTAIN SUCH RATES AND CHARGES FOR USE, OCCUPANCY, FOOD AND SERVICES PROVIDED BY THE PROJECT, AS, TOGETHER WITH THE AMOUNT PRODUCED BY THE PLEDGED INCIDENTAL FEES, SHALL BE SUFFICIENT TO PAY OPERATING EXPENSES PLUS PRINCIPAL AND INTEREST AND RESERVE REQUIREMENTS OF THE BONDS HEREIN AUTHORIZED, AND ALL SUCH CHARGES SHALL BE SET APART AND PAID INTO THE REVENUE FUND HEREINBEFORE CREATED, AS PAYMENT FOR THE FOOD, SERVICES AND FACILITIES AFFORDED BY SAID PROJECT. IT IS HEREBY SPECIFICALLY CERTIFIED THAT NOT LESS THAN \$29.00 OF THE INCIDENTAL FEE ASSESSED TO EACH STUDENT OCCUPANT OF THE PROJECT FOR EACH SEMESTER OF THE REGULAR TERM OF TWO SEMESTERS, AND NOT LESS THAN \$15.00 OF THE INCIDENTAL FEE ASSESSED TO EACH STUDENT OCCUPANT OF THE PROJECT FOR THE REGULAR SUMMER SESSION, ARE HEREBY DECLARED TO CONSTITUTE INCOME AND REVENUES FROM SAID PROJECT, AND SHALL BE PAID INTO THE PROJECT REVENUE FUND ACCOUNT AS OTHER INCOME AND REVENUES.

SECTION 5.06. THE BOARD COVENANTS AND AGREES THAT WHENEVER NECESSARY TO AVOID OR FILL A VACANCY IN THE OFFICE OF THE TRUSTEE, THE BOARD, IN THE MANNER PROVIDED IN ARTICLE ELEVEN HEREOF, WILL APPOINT A TRUSTEE SO THAT THERE SHALL AT ALL TIMES BE A TRUSTEE HEREUNDER WHICH SHALL AT ALL TIMES BE A BANK OR TRUST COMPANY HAVING ITS PRINCIPAL OFFICE AND PLACE OF BUSINESS IN THE COMMONWEALTH OF KENTUCKY, IF THERE BE SUCH A BANK OR TRUST COMPANY WILLING AND ABLE TO ACCEPT THE TRUST UPON REASONABLE OR CUSTOMARY TERMS.

SECTION 5.07. THE BOARD COVENANTS AND AGREES THAT IT IS DULY AUTHORIZED UNDER THE LAWS OF KENTUCKY AND UNDER ALL OTHER APPLICABLE PROVISIONS OF LAW TO CREATE AND ISSUE THE BONDS HEREIN PROVIDED FOR, TO EXECUTE AND DELIVER THIS INDENTURE, AND TO PLEDGE THE INCOME AND REVENUES OF THE PROJECT, AS HEREIN PROVIDED, THAT ALL CORPORATE AND - OR OTHER ACTION ON ITS PART FOR THE CREATION AND ISSUE OF SAID BONDS AND THE EXECUTION OF THIS INDENTURE HAS BEEN DULY AND EFFECTUALLY TAKEN, THAT SAID BONDS WHEN ISSUED AND IN THE HANDS OF THE HOLDERS THEREOF ARE AND WILL BE VALID AND ENFORCEABLE OBLIGATIONS OF THE BOARD, AND THAT THIS INDENTURE IS AND ALWAYS WILL BE A VALID

INDENTURE TO SECURE THE PAYMENT OF SAID BONDS; AND THAT THE BOARD HAS COMPLETE AND  
LAWFUL AUTHORITY AND PRIVILEGE TO CONSTRUCT, MAINTAIN AND OPERATE THE PROJECT.

SECTION 5.08. THE BOARD COVENANTS AND AGREES THAT IT WILL NOT ISSUE, OR  
PERMIT TO BE ISSUED, ANY BONDS HEREUNDER IN ANY MANNER OTHER THAN IN ACCORDANCE WITH  
THE PROVISIONS OF THIS INDENTURE AND THE AGREEMENTS IN THAT BEHALF HEREIN CONTAINED,  
AND THAT IT WILL FAITHFULLY OBSERVE AND PERFORM ALL CONDITIONS, COVENANTS AND REQUIRE-  
MENTS OF THIS INDENTURE AND OF ALL INDENTURES SUPPLEMENTAL THERETO,

SECTION 5.09. THE BOARD COVENANTS AND AGREES UPON COMPLETION OF THE PROJECT,  
TO PROVIDE FROM SOURCES OTHER THAN THE PROCEEDS OF THE SALE OF THE BONDS SECURED  
HEREBY AND FROM SOURCES OTHER THAN THE FUNDS PLEDGED HEREUNDER AND IN A MANNER WHICH  
WILL NOT JEOPARDIZE THE SECURITY OF THE BONDS, THE FURNISHINGS AND MOVABLE EQUIPMENT  
NECESSARY TO THE FULL ENJOYMENT OF THE USE AND OCCUPANCY OF THE PROJECT.

SECTION 5.10. THE BOARD COVENANTS AND AGREES THAT IT WILL ESTABLISH AND  
MAINTAIN SO LONG AS ANY BONDS ARE OUTSTANDING UNDER THIS INDENTURE SUCH PARIETAL RULES,  
RENTAL RATES, AND CHARGES FOR THE USE OF THE PROJECT FACILITIES AS MAY BE NECESSARY  
(1) TO ASSURE MAXIMUM OCCUPANCY AND USE OF THE PROJECT, (2) TO PAY THE INTEREST ON  
AND PRINCIPAL OF THE BONDS AS THEY RESPECTIVELY MATURE, (3) TO PROVIDE THE REQUIRED  
RESERVES THEREFOR AND THE REPAIR FUND, AND (4) THAT IT WILL SET UP AND MAINTAIN  
RESERVES SPECIFICALLY REQUIRED HEREUNDER, AND SUCH FURTHER RESERVES AS MAY BE REASON-  
ABLE, WITH RESPECT TO THE OPERATION OF THE PROJECT, FOR MAINTENANCE, DEPRECIATION, AND  
OTHER RESERVES CUSTOMARILY PROVIDED FOR IN THE ACCOUNTING OF BUSINESS CORPORATIONS  
FOR PROFIT.

SECTION 5.11. THE BOARD COVENANTS AND AGREES THAT IT WILL KEEP ACCURATE  
FINANCIAL RECORDS AND PROPER BOOKS RELATING TO THE PROJECT, AND SUCH RECORDS AND BOOKS  
SHALL BE OPEN TO INSPECTION BY THE BONDHOLDERS AND THEIR AGENTS AND REPRESENTATIVES.  
IT FURTHER COVENANTS THAT AFTER THE CLOSE OF EACH FISCAL YEAR, CONSISTENT WITH FISCAL  
POLICIES OF THE COMMONWEALTH OF KENTUCKY, IT WILL FURNISH TO THE TRUSTEE, OR ANY  
BONDHOLDER WHO REQUESTS SAME IN WRITING, COPIES OF THE AUDIT REPORT PREPARED BY AN  
INDEPENDENT PUBLIC ACCOUNTANT, OR BY THE STATE AUDITOR OF PUBLIC ACCOUNTS, AS MAY BE  
REQUIRED BY LAW, REFLECTING IN REASONABLE DETAIL THE FINANCIAL CONDITION AND RECORD OF  
OPERATION OF THE PROJECT AND THE COLLEGE.

## ARTICLE SIX

### CUSTODY AND APPLICATION OF BOND PROCEEDS.

SECTION 6.01. A FUND IS HEREBY CREATED AND DESIGNATED BY MURRAY STATE

COLLEGE SEPTEMBER 1, 1961, PROJECT CONSTRUCTION FUND: (HEREIN SOMETIMES CALLED THE "CONSTRUCTION FUND"), TO THE CREDIT OF WHICH THERE SHALL BE DEPOSITED INITIALLY, PRIOR TO THE DELIVERY OF THE BONDS HEREIN AUTHORIZED, THE SUM OF \$110,000, BEING THE DIFFERENCE BETWEEN THE MINIMUM ANTICIPATED PROCEEDS OF THE SALE OF SAID BONDS, AND THE ESTIMATED DEVELOPMENT COST OF THE PROJECT, AND THERE SHALL THEREAFTER BE DEPOSITED, AS RECEIVED, THE PROCEEDS OF THE BONDS (WITH THE EXCEPTION OF ACCRUED INTEREST, IF ANY, WHICH IS REQUIRED BY SECTION 4.02 HEREOF TO BE DEPOSITED IN THE SINKING FUND). THE MONEYS IN THE CONSTRUCTION FUND SHALL BE PAID TO THE STATE TREASURER OF THE COMMONWEALTH OF KENTUCKY AND HELD IN TRUST AND APPLIED ON ORDERS OF THE BOARD TO THE PAYMENT OF THE COSTS OF THE PROJECT IN ACCORDANCE WITH AND SUBJECT TO THE PROVISIONS OF THIS ARTICLE, AND, PENDING SUCH APPLICATION, SHALL BE SUBJECT TO A LIEN AND CHARGE IN FAVOR OF THE HOLDERS OF THE BONDS ISSUED AND OUTSTANDING UNDER THIS INDENTURE AND SHALL BE HELD FOR THE FURTHER SECURITY OF SUCH HOLDERS UNTIL PAID OUT AS HEREIN PROVIDED.

SECTION 6.02. FOR THE PURPOSES OF THIS ARTICLE THE COST OF THE PROJECT SHALL INCLUDE, WITHOUT INTENDING THEREBY TO LIMIT OR RESTRICT OR EXTEND ANY PROPER DEFINITION OF SUCH COST UNDER ANY APPLICABLE LAWS OR UNDER THIS INDENTURE, THE FOLLOWING:

- (A) OBLIGATIONS INCURRED FOR LABOR AND TO CONTRACTORS, BUILDERS AND MATERIAL MEN IN CONNECTION WITH THE CONSTRUCTION OF THIS PROJECT;
- (B) THE INTEREST ACCRUING UPON THE BONDS DURING THE CONSTRUCTION OF THE PROJECT AFTER WHICH IT IS HEREBY REPRESENTED THAT THE PROJECT WILL BE REVENUE PRODUCING;
- (C) FEES AND EXPENSES OF ENGINEERS AND ARCHITECTS FOR SURVEYS AND ESTIMATES AND OTHER PRELIMINARY INVESTIGATIONS, PREPARATION OF PLANS, DRAWINGS AND SPECIFICATIONS AND SUPERVISING CONSTRUCTION, AS WELL AS FOR THE PERFORMANCE OF ALL OTHER DUTIES OF ENGINEERS AND ARCHITECTS IN RELATION TO THE PLANNING OR CONSTRUCTION OF THE PROJECT OR IN CONNECTION WITH THE ISSUANCE OF THE BONDS;
- (D) EXPENSE OF ADMINISTRATION PROPERLY CHARGEABLE TO THE PROJECT, LEGAL EXPENSES AND FEES, FINANCING CHARGES, ADVERTISING EXPENSES, COST OF PRINTING BONDS, COST OF AUDITS AND OF ISSUING THE BONDS AND ALL OTHER ITEMS OF EXPENSE NOT ELSEWHERE IN THIS SECTION SPECIFIED, INCIDENT TO THE CONSTRUCTION OF THE PROJECT AND PLACING IT IN OPERATION, SPECIFICALLY INCLUDING THE AGREED FIXED FEE OF THE HOUSING AND HOME FINANCE AGENCY OF THE UNITED STATES GOVERNMENT IN SUPERVISING AND INSPECTING THE WORK APPERTAINING TO THE DEVELOPMENT OF THE PROJECT AND OF AUDITING THE BOOKS, RECORDS AND ACCOUNTS PERTAINING TO THE PROJECT AS SET FORTH IN THE LOAN AGREEMENT BETWEEN THE BOARD AND THE UNITED STATES OF AMERICA, DATED AS OF SEPTEMBER 1, 1961.

SECTION 6.03. WITHIN THE THIRTY DAYS PRECEDING EACH MARCH 1 AND SEPTEMBER 1 PRIOR TO THE DATE THE FIRST PAYMENT IS MADE INTO THE SINKING FUND FROM THE REVENUE FUND, PURSUANT TO THE PROVISIONS OF SECTION 4.02 OF THIS INDENTURE THERE SHALL BE

TRANSFERRED AND PAID INTO THE SINKING FUND FROM THE CONSTRUCTION FUND AN AMOUNT SUFFICIENT TO PAY THE INTEREST ON THE BONDS BECOMING DUE ON SUCH MARCH 1 AND SEPTEMBER 1 AND THE BOARD COVENANTS AND AGREES TO CAUSE EACH SUCH TRANSFER AND PAYMENT TO BE SO MADE.

SECTION 6.04. WHEN THE PROJECT SHALL HAVE BEEN COMPLETED ANY BALANCE REMAINING IN THE CONSTRUCTION FUND AND NOT NECESSARY IN THE OPINION OF THE BOARD TO BE RESERVED FOR THE PAYMENTS OF ANY REMAINING PART OF THE COST OF THE PROJECT SHALL BE DEPOSITED WITH THE TRUSTEE TO THE CREDIT OF THE SINKING FUND, AND, EXCEPT FOR ANY PORTION OF SUCH BALANCE REMAINING UNDER \$1,000, SHALL BE USED BY THE TRUSTEE FOR THE REDEMPTION OF BONDS THEN OUTSTANDING UNDER THIS INDENTURE, AND IN ACCORDANCE WITH THE REDEMPTION PROVISIONS SET FORTH IN SAID BONDS AND IN THIS INDENTURE UPON THE EARLIEST PERMISSIBLE REDEMPTION DATE.

SECTION 6.05. IF IT BE DETERMINED AT ANY TIME BY THE BOARD THAT THE MONEYS ON DEPOSIT IN THE CONSTRUCTION FUND EXCEED THE ESTIMATED DISBURSEMENTS ON ACCOUNT OF THE PROJECT FOR THE ENSUING THREE (3) MONTHS, SUCH EXCESS MAY BE INVESTED BY THE STATE TREASURER UPON ORDERS OF THE BOARD IN DIRECT OBLIGATIONS OF, OR OBLIGATIONS THE PRINCIPAL OF AND INTEREST ON WHICH ARE GUARANTEED BY, THE UNITED STATES GOVERNMENT, HAVING A MATURITY DATE OR BEING SUBJECT TO REDEMPTION AT THE OPTION OF THE HOLDER, NOT LATER THAN THREE (3) YEARS FROM THE DATE OF SUCH INVESTMENT AND ALL SUCH INVESTMENTS AS WELL AS ALL INCOME THEREFROM SHALL BE CARRIED TO THE CREDIT OF SAID CONSTRUCTION FUND.

## ARTICLE SEVEN

### SUPPLEMENTAL INDENTURES.

SECTION 7.01. THE BOARD AND THE TRUSTEE, FROM TIME TO TIME AND AT ANY TIME, SUBJECT TO THE RESTRICTIONS CONTAINED IN THIS INDENTURE, MAY, AND WHEN SO REQUIRED BY THIS INDENTURE SHALL, ENTER INTO SUCH INDENTURES SUPPLEMENTAL HERETO AS MAY OR SHALL BY THEM BE DEEMED NECESSARY OR DESIRABLE FOR ANY ONE OR MORE OF THE FOLLOWING PURPOSES, AMONG OTHERS;

- (1) TO EVIDENCE THE SUCCESSION OF ANOTHER PUBLIC CORPORATION OR STATE AGENCY TO THE BOARD, AND THE ASSUMPTION BY SUCH SUCCESSOR OF THE COVENANTS AND OBLIGATIONS OF THE BOARD, IN THE BONDS HEREBY SECURED AND IN THIS INDENTURE;
- (2) TO EVIDENCE THE SUCCESSION OF ANOTHER BANK OR TRUST COMPANY, AS TRUSTEE AS HEREIN OTHERWISE PERMITTED AND PROVIDED AND THE ACCEPTANCE BY AND ON BEHALF OF SUCH SUCCESSOR OF THE PROVISIONS OF THIS INDENTURE; AND
- (3) FOR ANY OTHER PURPOSE NOT INCONSISTENT WITH THE TERMS OF THIS INDENTURE, AND WHICH SHALL NOT IMPAIR THE SECURITY OF THE SAME, OR FOR THE PURPOSE OF CURING ANY AMBIGUITY, OR OF CURING, CORRECTING OR SUPPLEMENTING ANY

DEFECTIVE OR INCONSISTENT PROVISIONS CONTAINED HEREIN OR IN ANY SUPPLEMENTAL INDENTURE.

SECTION 7.02. THE TRUSTEE IS AUTHORIZED TO JOIN WITH THE BOARD IN THE EXECUTION OF ANY SUPPLEMENTAL INDENTURE, TO MAKE THE FURTHER AGREEMENTS AND STIPULATIONS WHICH MAY BE THEREIN CONTAINED.

ANY SUPPLEMENTAL INDENTURE EXECUTED IN ACCORDANCE WITH ANY OF THE PROVISIONS OF THIS ARTICLE SHALL THEREAFTER FORM A PART OF THIS INDENTURE, AND ALL THE TERMS AND CONDITIONS CONTAINED IN ANY SUCH SUPPLEMENTAL INDENTURE AS TO ANY PROVISION AUTHORIZED TO BE CONTAINED THEREIN SHALL BE AND BE DEEMED TO BE PART OF THE TERMS AND CONDITIONS OF THIS INDENTURE FOR ANY AND ALL PURPOSES.

## ARTICLE EIGHT

### REMEDIES

SECTION 8.01. THAT FOR THE PROTECTION OF THE HOLDERS OF THE BONDS SECURED BY THIS INDENTURE AND THE INTEREST COUPONS THERETO ATTACHED, A STATUTORY MORTGAGE LIEN UPON SAID PROJECT AND ALL PROPERTIES CONNECTED THEREWITH AND BELONGING THERETO IS GRANTED AND CREATED BY SECTIONS 162.350 AND 162.200 OF THE KENTUCKY REVISED STATUTES, WHICH SAID STATUTORY MORTGAGE LIEN IS HEREBY RECOGNIZED AND DECLARED TO BE VALID AND BINDING AS PROVIDED BY LAW, AND SHALL TAKE EFFECT IMMEDIATELY UPON THE DELIVERY OF ANY OF SAID BONDS. THE TRUSTEE MAY, AND UPON THE WRITTEN REQUEST OF THE HOLDERS OF NOT LESS THAN TWENTY-FIVE PER CENT (25 PER CENT) OF THE PRINCIPAL AMOUNT OF THE BONDS THEN OUTSTANDING, SHALL, EITHER AT LAW OR IN EQUITY, BY SUIT, ACTION, MANDAMUS OR OTHER PROCEEDINGS, ENFORCE AND COMPEL PERFORMANCE OF ALL DUTIES REQUIRED BY LAW, INCLUDING THE CHARGE, COLLECTION AND ACCOUNTING FOR SUFFICIENT RENTS, FEES AND CHARGES, AND THE SEGREGATION AND APPLICATION OF THE INCOME AND REVENUES AS PROVIDED BY THIS INDENTURE.

SECTION 8.02. EACH OF THE FOLLOWING EVENTS IS HEREBY DECLARED AN EVENT OF DEFAULT, THAT IS TO SAY: IF

(A) PAYMENT OF THE PRINCIPAL OF ANY OF THE BONDS SHALL NOT BE MADE WHEN THE SAME SHALL BECOME DUE AND PAYABLE, EITHER AT MATURITY OR BY PROCEEDINGS FOR REDEMPTION OR OTHERWISE; OR

(B) PAYMENT OF ANY INSTALLMENT OF INTEREST SHALL NOT BE MADE WHEN THE SAME SHALL BECOME DUE AND PAYABLE OR WITHIN THIRTY (30) DAYS THEREAFTER; OR

(C) THE BOARD SHALL DISCONTINUE OR UNREASONABLY DELAY OR FAIL TO CARRY ON WITH REASONABLE DISPATCH THE CONSTRUCTION OF THE PROJECT; OR

(D) THE BOARD SHALL FOR ANY REASON BE RENDERED INCAPABLE OF FULFILLING ITS OBLIGATIONS HEREUNDER; OR



(E) THE PROJECT SHALL BE DESTROYED OR DAMAGED AND SHALL NOT BE PROMPTLY REPAIRED, REPLACED OR RECONSTRUCTED (WHETHER SUCH FAILURE PROMPTLY TO REPAIR, REPLACE OR RECONSTRUCT THE SAME BE DUE TO THE IMPRACTICABILITY OF SUCH REPAIR, REPLACEMENT OR RECONSTRUCTION, OR TO LACK OF FUNDS THEREFOR OR FOR ANY OTHER REASON); OR

(F) AN ORDER OR DECREE SHALL BE ENTERED, WITH THE CONSENT OR ACQUIESCENCE OF THE BOARD, APPOINTING A RECEIVER OR RECEIVERS OF THE PROJECT OR OF THE INCOME THEREFROM, OR IF SUCH ORDER OR DECREE, HAVING BEEN ENTERED WITHOUT THE ACQUIESCENCE OR CONSENT OF THE BOARD, SHALL NOT BE VACATED OR DISCHARGED OR STAYED ON APPEAL WITHIN SIXTY (60) DAYS AFTER ENTRY; OR

(G) THE BOARD SHALL DEFAULT IN THE DUE AND PUNCTUAL PERFORMANCE OF ANY OTHER OF THE COVENANTS, CONDITIONS, AGREEMENTS AND PROVISIONS CONTAINED IN THE BONDS OR IN THIS INDENTURE ON THE PART OF THE BOARD TO BE PERFORMED, AND SUCH DEFAULT SHALL CONTINUE FOR THIRTY (30) DAYS AFTER WRITTEN NOTICE SPECIFYING SUCH DEFAULT AND REQUIRING THE SAME TO BE REMEDIED SHALL HAVE BEEN GIVEN TO THE BOARD BY THE TRUSTEE, WHICH MAY GIVE SUCH NOTICE IN ITS DISCRETION AND SHALL GIVE SUCH NOTICE UPON THE WRITTEN REQUEST OF THE HOLDERS OF NOT LESS THAN FIFTEEN PER CENT (15 PER CENT) IN PRINCIPAL AMOUNT OF THE BONDS THEN OUTSTANDING.

SECTION 8.03. UPON THE HAPPENING AND CONTINUANCE OF ANY EVENT OF DEFAULT SPECIFIED IN SECTION 8.02 OF THIS ARTICLE, THEN AND IN EVERY CASE THE TRUSTEE MAY, AND UPON THE WRITTEN REQUEST OF THE HOLDERS OF NOT LESS THAN TWENTY-FIVE PER CENT (25 PER CENT) IN PRINCIPAL AMOUNT OF THE BONDS THEN OUTSTANDING SHALL, BY A NOTICE IN WRITING TO THE BOARD, DECLARE THE PRINCIPAL OF ALL OF THE BONDS THEN OUTSTANDING TO BE DUE AND PAYABLE IMMEDIATELY, AND UPON SUCH DECLARATION THE SAME SHALL BECOME AND BE IMMEDIATELY DUE AND PAYABLE, ANYTHING CONTAINED IN THE BONDS OR IN THIS INDENTURE TO THE CONTRARY NOTWITHSTANDING; PROVIDED, HOWEVER, THAT IF AT ANY TIME AFTER THE PRINCIPAL OF THE BONDS SHALL HAVE BEEN SO DECLARED TO BE DUE AND PAYABLE, AND BEFORE THE ENTRY OF FINAL JUDGMENT OR DECREE IN ANY SUIT, ACTION OR PROCEEDING INSTITUTED ON ACCOUNT OF SUCH DEFAULT, OR BEFORE THE COMPLETION OF THE ENFORCEMENT OF ANY OTHER REMEDY UNDER THIS INDENTURE, MONEYS SHALL HAVE ACCUMULATED IN THE SINKING FUND SUFFICIENT TO PAY ALL ARREARS OF INTEREST, IF ANY, UPON ALL OF THE BONDS THEN OUTSTANDING (EXCEPT THE INTEREST ACCRUED ON SUCH BONDS SINCE THE LAST INTEREST PAYMENT DATE), AND THE CHARGES, COMPENSATION, EXPENSES, DISBURSEMENTS, ADVANCES AND LIABILITIES OF THE TRUSTEE AND ALL OTHER AMOUNTS THEN PAYABLE BY THE BOARD HEREUNDER SHALL HAVE BEEN PAID OR A SUM SUFFICIENT TO PAY THE SAME SHALL HAVE BEEN DEPOSITED WITH THE TRUSTEE, AND EVERY OTHER DEFAULT KNOWN TO THE TRUSTEE IN THE OBSERVANCE OR PERFORMANCE OF ANY COVENANT, CONDITION OR AGREEMENT CONTAINED IN THE BONDS OR IN THIS INDENTURE (OTHER THAN A DEFAULT IN THE PAYMENT OF THE PRINCIPAL OF SUCH BONDS THEN DUE ONLY BECAUSE OF A DECLARATION UNDER THIS SECTION) SHALL HAVE BEEN REMEDIED TO THE SATISFACTION OF THE TRUSTEE,

THEN AND IN EVERY SUCH CASE THE TRUSTEE MAY, AND UPON THE WRITTEN REQUEST OF THE HOLDERS OF NOT LESS THAN TWENTY-FIVE PER CENT (25 PER CENT) IN PRINCIPAL AMOUNT OF THE BONDS THEN OUTSTANDING SHALL, BY WRITTEN NOTICE TO THE BOARD, RESCIND AND ANNUL SUCH DECLARATION AND ITS CONSEQUENCES, BUT NO SUCH RESCISSION OR ANNULMENT SHALL EXTEND TO OR AFFECT ANY SUBSEQUENT DEFAULT OR IMPAIR ANY RIGHT CONSEQUENT THEREON.

SECTION 8.04. UPON THE HAPPENING AND CONTINUANCE OF ANY EVENT OF DEFAULT SPECIFIED IN SECTION 8.02 OF THIS ARTICLE, THEN AND IN EVERY SUCH CASE THE TRUSTEE MAY PROCEED, AND UPON THE WRITTEN REQUEST OF THE HOLDERS OF NOT LESS THAN FIFTEEN PER CENT (15 PER CENT) IN PRINCIPAL AMOUNT OF THE BONDS THEN OUTSTANDING HEREUNDER, SHALL PROCEED TO PROTECT AND ENFORCE ITS RIGHTS AND THE RIGHTS OF THE BONDHOLDERS UNDER THE LAWS OF THE COMMONWEALTH OF KENTUCKY OR UNDER THIS INDENTURE BY SUCH SUITS, ACTIONS OR SPECIAL PROCEEDINGS IN EQUITY OR AT LAW, EITHER FOR THE SPECIFIC PERFORMANCE OF ANY COVENANT OR AGREEMENT CONTAINED HEREIN, OR IN AID OR EXECUTION OF ANY POWER HEREIN GRANTED OR FOR THE ENFORCEMENT OF ANY PROPER LEGAL OR EQUITABLE REMEDY, AS THE TRUSTEE, BEING ADVISED BY COUNSEL, SHALL DEEM MOST EFFECTUAL TO PROTECT AND ENFORCE SUCH RIGHTS.

IN THE ENFORCEMENT OF ANY REMEDY UNDER THIS INDENTURE, THE TRUSTEE SHALL BE ENTITLED TO SUE FOR, ENFORCE PAYMENT OF AND RECEIVE ANY AND ALL AMOUNTS THEN OR DURING ANY DEFAULT BECOMING, AND AT ANY TIME REMAINING, DUE FROM THE BOARD FOR PRINCIPAL, INTEREST OR OTHERWISE UNDER ANY OF THE PROVISIONS OF THIS INDENTURE OR OF THE BONDS AND UNPAID, TOGETHER WITH ANY AND ALL COSTS AND EXPENSES OF COLLECTION AND OF ALL PROCEEDINGS HEREUNDER AND UNDER SUCH BONDS, WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY OF THE TRUSTEE OR OF THE BONDHOLDERS, AND TO RECOVER AND ENFORCE JUDGMENT OR DECREE AGAINST THE BOARD, BUT SOLELY AS PROVIDED HEREIN AND IN SUCH BONDS, FOR ANY PORTION OF SUCH AMOUNTS REMAINING UNPAID, WITH INTEREST, COSTS AND EXPENSES, AND TO COLLECT (SOLELY FROM MONEYS IN THE SINKING FUND AND THE INCOME OF THE PROJECT PLEDGED TO THE PAYMENT OF THE BONDS BY THIS INDENTURE) IN ANY MANNER PROVIDED BY LAW, THE MONEYS ADJUDGED OR DECREED TO BE PAYABLE.

SECTION 8.05. ANYTHING IN THIS INDENTURE TO THE CONTRARY NOTWITHSTANDING, THE HOLDERS OF A MAJORITY IN PRINCIPAL AMOUNT OF THE BONDS AT THE TIME OUTSTANDING HEREUNDER SHALL HAVE THE RIGHT, BY AN INSTRUMENT IN WRITING EXECUTED AND DELIVERED TO THE TRUSTEE, TO DIRECT THE METHOD AND PLACE OF CONDUCTING ALL REMEDIAL PROCEEDINGS TO BE TAKEN BY THE TRUSTEE HEREUNDER, PROVIDED THAT SUCH DIRECTION SHALL NOT BE OTHERWISE THAN IN ACCORDANCE WITH LAW OR THE PROVISIONS OF THIS INDENTURE, AND THAT THE

TRUSTEE SHALL HAVE THE RIGHT TO DECLINE TO FOLLOW ANY SUCH DIRECTION WHICH IN THE OPINION OF THE TRUSTEE WOULD BE UNJUSTLY PREJUDICIAL TO BONDHOLDERS NOT PARTIES TO SUCH DIRECTION.

SECTION 8.06. ALL RIGHTS OF ACTION UNDER THIS INDENTURE OR UNDER ANY OF THE BONDS SECURED HEREBY, ENFORCEABLE BY THE TRUSTEE, MAY BE ENFORCED BY THE TRUSTEE WITHOUT THE POSSESSION OF ANY OF THE BONDS OR THE COUPONS APPERTAINING THERETO OR THE PRODUCTION THEREOF ON THE TRIAL OR OTHER PROCEEDINGS RELATIVE THERETO. ANY SUCH SUIT, ACTION OR PROCEEDING INSTITUTED BY THE TRUSTEE, SHALL BE BROUGHT IN ITS NAME FOR THE BENEFIT OF ALL OF THE HOLDERS OF SUCH BONDS AND COUPONS, SUBJECT TO THE PROVISIONS OF THIS INDENTURE. NO REMEDY HEREIN CONFERRED UPON OR RESERVED TO THE TRUSTEE IS INTENDED TO BE EXCLUSIVE OF ANY OTHER REMEDY OR REMEDIES, AND EACH AND EVERY SUCH REMEDY SHALL BE CUMULATIVE AND SHALL BE IN ADDITION TO EVERY OTHER REMEDY GIVEN HEREUNDER OR NOW OR HEREAFTER EXISTING AT LAW OR IN EQUITY OR BY STATUTE. NO DELAY OR OMISSION OF THE TRUSTEE, OR OF ANY HOLDER OF THE BONDS, TO EXERCISE ANY RIGHT OR POWER SECURING UPON ANY DEFAULT, SHALL IMPAIR ANY SUCH RIGHT OR POWER TO SHALL BE CONSTRUED TO BE A WAIVER OF ANY SUCH DEFAULT OR AN ACQUIESCENCE THEREIN; AND EVERY POWER AND REMEDY GIVEN BY THIS ARTICLE TO THE TRUSTEE AND THE HOLDERS OF THE BONDS, RESPECTIVELY, MAY BE EXERCISED FROM TIME TO TIME AND AS OFTEN AS MAY BE DEEMED EXPEDIENT.

## ARTICLE NINE

### RELEASE AND DISCHARGE OF INDENTURE.

SECTION 9.01. WHENEVER THE BOARD SHALL PAY, OR CAUSE TO BE PAID, THE FULL AMOUNT DUE AND TO BECOME DUE UPON ALL OF THE BONDS HEREBY SECURED AND THEN OUTSTANDING, OR SHALL PROVIDE FOR FULL PAYMENT THEREOF BY DEPOSITING WITH THE TRUSTEE HEREUNDER, FOR THE DISCHARGE OF SUCH BONDS AND COUPONS, THE ENTIRE AMOUNT DUE AND TO BECOME DUE THEREON, AND SHALL, IN CASE OF REDEMPTION OF ALL OF THE OUTSTANDING BONDS, DELIVER TO THE TRUSTEE PROOF SATISFACTORY TO IT THAT NOTICE OF REDEMPTION OF ALL OF THE OUTSTANDING BONDS HAS BEEN DULY GIVEN, AND SHALL PAY THE TRUSTEE IN FULL FOR ALL SERVICES RENDERED BY IT HEREUNDER, AND SHALL WELL AND TRULY KEEP AND PERFORM ALL OF THE THINGS HEREIN REQUIRED TO BE KEPT AND PERFORMED BY IT, ACCORDING TO THE TRUE INTENT AND MEANING OF THIS INDENTURE, THEN AND IN THAT EVENT THESE PRESENTS AND THE TRUST HEREBY CREATED SHALL CEASE AND TERMINATE, AND FURTHER PAYMENTS FROM THE REVENUES HEREBY PLEDGED TO THE TRUSTEE SHALL THEREUPON CEASE, TERMINATE AND BECOME VOID, EXCEPT AS TO PAYMENT OF THE MONEYS HELD BY THE TRUSTEE, WHICH SHALL BE APPLIED BY

SAID TRUSTEE, TO THE PAYMENT OF SUCH BONDS AND COUPONS UPON THE PRESENTATION AND SURRENDER THEREOF. ANY DEPOSIT OF MONEY WITH THE TRUSTEE FOR THE PURPOSE OF PAYING, AND SUFFICIENT IN AMOUNT TO PAY, CERTAIN OF THE BONDS AND INTEREST DUE, AND TO BECOME DUE THEREON, OR CERTAIN OF THE COUPONS APPERTAINING THERETO, SHALL DISCHARGE THE LIABILITY OF THE BOARD ON THE BONDS AND - OR COUPONS FOR PAYMENT OF WHICH SUCH DEPOSIT SHALL BE MADE, AND THEREAFTER SUCH BONDS AND COUPONS SHALL NOT BE ENTITLED TO ANY OF THE BENEFITS OF THIS INDENTURE, AND IN CASE OF FULL PAYMENT OF ALL THE BONDS AND COUPONS AND THE DISCHARGE OF ALL OTHER OBLIGATIONS ON THE PART OF THE BOARD AS HEREIN PROVIDED, OR IN CASE OF THE DEPOSIT OF A SUFFICIENT SUM OF MONEY FOR THE FULL PAYMENT OF THE BONDS AND COUPONS, AND THE DISCHARGE OF ALL OTHER OBLIGATIONS ON THE PART OF THE BOARD, AS HEREIN PROVIDED, THE TRUSTEE SHALL EXECUTE AND DELIVER TO THE BOARD ON DEMAND, AT THE COST AND EXPENSE OF THE BOARD, ALL PROPER INSTRUMENTS THAT MAY BE NECESSARY TO EVIDENCE THE SATISFACTION AND TERMINATION OF THIS INDENTURE.

SECTION 9.02. THE SATISFACTION AND DISCHARGE OF THIS INDENTURE PURSUANT TO THIS ARTICLE SHALL BE WITHOUT PREJUDICE TO THE RIGHT OF THE TRUSTEE TO BE PAID ANY COMPENSATION THEN DUE IT HEREUNDER AND TO BE PROTECTED AND SAVED HARMLESS BY THE BOARD FROM ANY AND ALL LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING COUNSEL FEES, AT ANY TIME INCURRED BY THE TRUSTEE HEREUNDER OR CONNECTED WITH ANY BOND ISSUED HEREUNDER, AND THE BOARD HEREBY COVENANTS TO PROTECT AND SAVE THE TRUSTEE HARMLESS FROM ANY AND ALL SUCH LOSSES, LIABILITIES, COSTS AND EXPENSES INCURRED IN ACTING UNDER THIS INDENTURE, EXCEPT SUCH AS MAY BE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL DEFAULT OF THE TRUSTEE.

## ARTICLE TEN

### CONCERNING THE TRUSTEE

SECTION 10.01. THE TRUSTEE HEREBY ACCEPTS THE TRUSTS IMPOSED UPON IT BY THIS INDENTURE, BUT ONLY UPON AND SUBJECT TO THE FOLLOWING EXPRESS TERMS AND CONDITIONS:

- (A) THE TRUSTEE MAY EXECUTE ANY OF THE TRUSTS OR POWERS HEREOF AND PERFORM ANY DUTIES REQUIRED OF IT, BY OR THROUGH ATTORNEYS, AGENTS, RECEIVERS, OR EMPLOYEES, AND SHALL BE ENTITLED TO ADVICE OF COUNSEL CONCERNING ALL MATTERS OF TRUST HEREOF AND ITS DUTIES HEREUNDER, AND MAY IN ALL CASES PAY SUCH REASONABLE COMPENSATION AS IT SHALL DEEM PROPER TO ALL SUCH ATTORNEYS, AGENTS, RECEIVERS AND EMPLOYEES AS MAY REASONABLY BE EMPLOYED IN CONNECTION WITH THE TRUSTS HEREOF, AND THE BOARD COVENANTS AND AGREES TO REPAY UPON DEMAND ALL SUCH OUTLAYS AND EXPENDITURES SO INCURRED.
- (B) EXCEPT FOR THE AUTHENTICATION OF BONDS, THE TRUSTEE SHALL NOT BE RESPONSIBLE FOR ANY RECITALS HEREIN OR IN SAID BONDS, OR FOR INSURING THE PROJECT OR COLLECTING ANY INSURANCE MONEYS, OR FOR THE EXECUTION OF THIS INDENTURE OR OF ANY SUPPLEMENTAL INDENTURES OR INSTRUMENT OF FURTHER ASSURANCE OR FOR THE VALIDITY THEREOF,

OR FOR THE SUFFICIENCY OF THE SECURITY FOR THE BONDS ISSUED UNDER OR INTENDED TO BE SECURED HEREBY, OR FOR THE VALUE OR TITLE OF THE BOARD TO THE PROJECT, OR AS TO THE MAINTENANCE OF THE SECURITY HEREOF; AND THE TRUSTEE SHALL NOT BE BOUND TO ASCERTAIN OR INQUIRE AS TO THE PERFORMANCE OR OBSERVANCE OF ANY COVENANTS, CONDITIONS OR AGREEMENTS ON THE PART OF THE BOARD CONTAINED HEREIN, BUT THE TRUSTEE MAY REQUIRE OF THE BOARD FULL INFORMATION AND ADVICE AS TO THE PERFORMANCE OF THE COVENANTS, CONDITIONS AND AGREEMENTS AFORESAID AND AS TO THE CONDITION OF THE PROJECT.

- (c) ALL MONEYS RECEIVED BY THE TRUSTEE UNDER ANY PROVISION OF THIS INDENTURE SHALL, UNTIL USED OR APPLIED AS PROVIDED IN THIS INDENTURE, BE HELD IN TRUST FOR THE PURPOSE FOR WHICH SUCH MONEYS WERE RECEIVED, BUT NEED NOT BE SEGREGATED FROM OTHER FUNDS EXCEPT TO THE EXTENT REQUIRED BY LAW. THE TRUSTEE SHALL NOT BE OBLIGATED TO PAY INTEREST ON SUCH MONEYS SAVE SUCH AS IT SHALL AGREE TO PAY THEREON. THE TRUSTEE MAY BECOME THE OWNER OF BONDS AND COUPONS SECURED HEREBY WITH THE SAME RIGHTS WHICH IT WOULD HAVE IF NOT TRUSTEE.
- (d) THE TRUSTEE SHALL BE PROTECTED IN ACTING UPON ANY NOTICE, REQUEST, CONSENT, CERTIFICATE, ORDER, AFFIDAVIT, LETTER, TELEGRAM OR OTHER PAPER OR DOCUMENT BELIEVED BY IT TO BE GENUINE AND CORRECT, AND TO HAVE BEEN SIGNED OR SENT BY THE PROPER PERSON OR PERSONS, AND THE TRUSTEE SHALL NOT BE REQUIRED TO RECOGNIZE ANY PERSON AS A HOLDER OF ANY BOND OR COUPON OR TO TAKE ANY ACTION AT HIS REQUEST UNLESS SUCH BOND OR COUPON SHALL BE DEPOSITED WITH THE TRUSTEE, OR SUBMITTED TO IT FOR INSPECTION. ANY ACTION TAKEN BY THE TRUSTEE PURSUANT TO THIS INDENTURE, UPON THE REQUEST OR AUTHORITY OR CONSENT OF ANY PERSON WHO AT THE TIME OF MAKING SUCH REQUEST OR GIVING SUCH AUTHORITY OR CONSENT IS THE OWNER OF ANY BOND SECURED HEREBY, SHALL BE CONCLUSIVE AND BINDING UPON ALL FUTURE OWNERS AND HOLDERS OF SUCH BONDS.
- (e) THE TRUSTEE SHALL NOT BE COMPELLED TO DO ANY ACT HEREUNDER, OR TO TAKE ANY ACTION TOWARD THE EXECUTION OR ENFORCEMENT OF THE TRUSTS HEREBY CREATED OR TO PROSECUTE OR TO DEFEND ANY SUIT IN RESPECT HEREOF, UNLESS INDEMNIFIED TO ITS SATISFACTION AGAINST LOSS, COST, LIABILITY AND EXPENSE.
- (f) AS TO THE EXISTENCE OR NONEXISTENCE OF ANY FACT OR AS TO THE SUFFICIENCY OR VALIDITY OF ANY INSTRUMENT, PAPER OR PROCEEDING, THE TRUSTEE SHALL BE ENTITLED TO RELY UPON A CERTIFICATE OF THE BOARD SIGNED BY THE CHAIRMAN AND ATTESTED BY THE SECRETARY AS SUFFICIENT EVIDENCE OF THE FACTS THEREIN CONTAINED, AND SHALL ALSO BE AT LIBERTY TO ACCEPT A SIMILAR CERTIFICATE TO THE EFFECT THAT ANY PARTICULAR DEALING, TRANSACTION OR ACTION IS NECESSARY OR EXPEDIENT, BUT MAY, IN ITS DISCRETION, AT THE REASONABLE EXPENSE OF THE BOARD, IN EVERY CASE SECURE SUCH FURTHER EVIDENCE AS IT MAY THINK NECESSARY OR ADVISABLE, BUT SHALL IN NO CASE BE BOUND TO SECURE THE SAME. THE TRUSTEE MAY ACCEPT A CERTIFICATE OF THE SECRETARY OF THE BOARD, UNDER ITS CORPORATE SEAL, TO THE EFFECT THAT A RESOLUTION IN FORM THEREIN SET FORTH HAS BEEN ADOPTED BY THE BOARD, AS CONCLUSIVE EVIDENCE THAT SAID RESOLUTION HAS BEEN DULY ADOPTED, AND IS IN FULL FORCE AND EFFECT. THE TRUSTEE MAY, IN RELATION TO THIS INDENTURE, ACT UPON THE OPINION OR ADVICE OF ANY ATTORNEY, VALUATOR, SURVEYOR, ENGINEER, ACCOUNTANT, OR OTHER EXPERT, WHETHER RETAINED OR SELECTED BY THE TRUSTEE, THE BOARD, OR OTHERWISE, AND IN THE ABSENCE OF NEGLIGENCE OR FAULT SHALL NOT BE RESPONSIBLE FOR ANY LOSS RESULTING FROM ANY ACTION OR NON-ACTION IN ACCORDANCE WITH ANY SUCH OPINION OR ADVICE.
- (g) THE TRUSTEE SHALL NOT BE LIABLE FOR ANY ACTION TAKEN OR OMITTED TO BE TAKEN BY IT IN GOOD FAITH AND REASONABLY BELIEVED BY IT TO BE WITHIN THE DISCRETION OR POWER CONFERRED UPON IT BY THIS INDENTURE OR IN THE ABSENCE OR NEGLIGENCE OR FAULT BE RESPONSIBLE FOR THE CONSEQUENCES OF ANY OVERSIGHT OR ERROR OF JUDGMENT, AND

THE TRUSTEE SHALL BE ANSWERABLE ONLY FOR ITS OWN ACTS, RECEIPTS, NEGLIGENCES AND DEFAULTS.

(H) AT ANY AND ALL REASONABLE TIMES, THE TRUSTEE, AND ITS DULY AUTHORIZED AGENTS, ATTORNEYS, EXPERTS, ENGINEERS, ARCHITECTS, ACCOUNTANTS AND REPRESENTATIVES, SHALL HAVE THE RIGHT FULLY TO INSPECT ANY AND ALL OF THE PROJECT, INCLUDING ALL BOOKS, PAPERS, AND CONTRACTS OF THE BOARD AND COLLEGE, AND TO TAKE SUCH MEMORANDA FROM AND IN REGARD THERETO AS MAY BE DESIRED.

(I) THE TRUSTEE SHALL NOT BE REQUIRED TO GIVE ANY BOND OR SURETY IN RESPECT OF THE EXECUTION OF THE SAID TRUSTS AND POWERS OR OTHERWISE IN RESPECT TO THE PREMISES.

SECTION 10.02. THE TRUSTEE MAY AT ANY TIME RESIGN AND BE DISCHARGED OF THE TRUSTS HEREBY CREATED BY MAILING WRITTEN NOTICE TO THE BOARD AND TO EACH REGISTERED OWNER OF BONDS, SPECIFYING THE DAY UPON WHICH SUCH RESIGNATION SHALL TAKE EFFECT, AND THEREAFTER, UNLESS ALL OUTSTANDING BONDS ARE REGISTERED AS TO PRINCIPAL, CAUSING NOTICE THEREOF TO BE PUBLISHED (A) IN A DAILY NEWSPAPER OF GENERAL CIRCULATION AT THE TIME PUBLISHED IN THE ENGLISH LANGUAGE IN THE CITY OF LOUISVILLE, KENTUCKY, AND (B) IN A FINANCIAL NEWSPAPER OR JOURNAL PUBLISHED IN THE ENGLISH LANGUAGE IN NEW YORK, NEW YORK, ONCE A WEEK FOR THREE (3) CONSECUTIVE WEEKS PRIOR TO THE DATE UPON WHICH SUCH RESIGNATION SHALL TAKE EFFECT, AND SUCH RESIGNATION SHALL TAKE EFFECT UPON THE DAY SPECIFIED IN SUCH NOTICE UNLESS PREVIOUSLY A SUCCESSOR TRUSTEE SHALL HAVE BEEN APPOINTED BY THE BONDHOLDERS OR THE BOARD IN THE MANNER HEREINAFTER IN THIS ARTICLE PROVIDED, AND IN SUCH EVENT SUCH RESIGNATION SHALL TAKE EFFECT IMMEDIATELY ON THE APPOINTMENT OF SUCH SUCCESSOR TRUSTEE.

SECTION 10.03. THE TRUSTEE MAY BE REMOVED AT ANY TIME BY AN INSTRUMENT OR CONCURRENT INSTRUMENTS IN WRITING, DELIVERED TO THE TRUSTEE AND TO THE BOARD, AND SIGNED BY THE HOLDERS OF A MAJORITY IN PRINCIPAL AMOUNT OF THE BONDS HEREBY SECURED AND THEN OUTSTANDING.

SECTION 10.04. IN CASE THE TRUSTEE HEREUNDER SHALL RESIGN OR BE REMOVED, OR BE DISSOLVED, OR SHALL BE IN COURSE OF DISSOLUTION OR LIQUIDATION, OR OTHERWISE BECOME INCAPABLE OF ACTING HEREUNDER, OR IN CASE THE TRUSTEE SHALL BE TAKEN UNDER THE CONTROL OF ANY PUBLIC OFFICER OR OFFICERS, OR OF A RECEIVER APPOINTED BY A COURT, A SUCCESSOR MAY BE APPOINTED BY THE HOLDERS OF A MAJORITY IN PRINCIPAL AMOUNT OF THE BONDS HEREBY SECURED AND THEN OUTSTANDING BY AN INSTRUMENT OR CONCURRENT INSTRUMENTS IN WRITING, SIGNED BY SUCH HOLDERS, OR BY THEIR ATTORNEYS IN FACT, DULY AUTHORIZED; PROVIDED, NEVERTHELESS, THAT IN CASE OF ANY SUCH EVENT THE BOARD BY AN INSTRUMENT SIGNED BY THE CHAIRMAN, AND ATTESTED BY THE SECRETARY, UNDER ITS CORPORATE SEAL, MAY APPOINT A TEMPORARY

TRUSTEE TO FILL SUCH VACANCY UNTIL A SUCCESSOR TRUSTEE SHALL BE APPOINTED BY THE BONDHOLDERS IN THE MANNER ABOVE PROVIDED, AND ANY SUCH TEMPORARY TRUSTEE SO APPOINTED BY THE BOARD SHALL IMMEDIATELY AND WITHOUT FURTHER ACT BE SUPERSEDED BY THE TRUSTEE SO APPOINTED BY SUCH BONDHOLDERS. EACH SUCCESSOR TRUSTEE APPOINTED PURSUANT TO THE PROVISIONS OF THIS INDENTURE SHALL BE A TRUST COMPANY OR BANK WITH ITS PRINCIPAL OFFICE IN THE COMMONWEALTH OF KENTUCKY AND HAVING A REPORTED COMBINED CAPITAL AND SURPLUS OF AT LEAST ONE MILLION DOLLARS (\$1,000,000).

SECTION 10.05. EVERY SUCCESSOR TRUSTEE APPOINTED HEREUNDER SHALL EXECUTE, ACKNOWLEDGE AND DELIVER TO ITS PREDECESSOR AND ALSO TO THE BOARD, AN INSTRUMENT IN WRITING ACCEPTING SUCH APPOINTMENT HEREUNDER, AND THEREUPON SUCH SUCCESSOR TRUSTEE WITHOUT ANY FURTHER ACT, DEED OR CONVEYANCE, SHALL BECOME FULLY VESTED WITH ALL OF THE RIGHTS, POWERS, TRUSTS, DUTIES AND OBLIGATIONS OF ITS PREDECESSOR; BUT SUCH PREDECESSOR SHALL NEVERTHELESS, ON THE WRITTEN REQUEST OF THE BOARD, EXECUTE AND DELIVER AN INSTRUMENT TRANSFERRING TO SUCH SUCCESSOR TRUSTEE ALL OF THE RIGHTS, POWERS, AND TRUSTS OF SUCH PREDECESSOR HEREUNDER; AND EVERY PREDECESSOR TRUSTEE SHALL DELIVER ALL SECURITIES AND MONEYS HELD BY IT TO ITS SUCCESSOR. SHOULD ANY CONVEYANCE OR INSTRUMENT IN WRITING FROM THE BOARD BE REQUIRED BY ANY SUCCESSOR FOR MORE FULLY AND CERTAINLY VESTING IN SUCH TRUSTEE THE RIGHTS, POWERS AND DUTIES HEREBY VESTED OR INTENDED TO BE VESTED, IN THE PREDECESSOR TRUSTEE, ANY AND ALL SUCH CONVEYANCES AND INSTRUMENTS IN WRITING SHALL, ON REQUEST, BE EXECUTED, ACKNOWLEDGED AND DELIVERED BY THE BOARD.

## ARTICLE ELEVEN

### MISCELLANEOUS PROVISIONS.

SECTION 11.01. IN THE EVENT THAT ANY BOND ISSUED HEREUNDER SHALL NOT BE PRESENTED FOR PAYMENT WHEN THE PRINCIPAL THEREOF BECOMES DUE, EITHER AT MATURITY OR OTHERWISE, OR AT THE DATE FIXED FOR THE REDEMPTION THEREOF, AS HEREINBEFORE PROVIDED, OR IN THE EVENT THAT ANY COUPON SHALL NOT BE PRESENTED FOR PAYMENT AT THE DUE DATE THEREOF, THE BOARD, HAVING DEPOSITED WITH THE TRUSTEE FUNDS SUFFICIENT TO PAY SUCH BONDS, TOGETHER WITH ALL INTEREST DUE THEREON TO THE DATE OF THE MATURITY OF SUCH BOND OR TO THE DATE FIXED FOR THE REDEMPTION THEREOF, OR TO PAY SUCH COUPON, AS THE CASE MAY BE, THEN AND IN EVERY SUCH CASE, INTEREST ON SAID BOND OR ON SAID UNPAID COUPON, AND ALL LIABILITY OF THE BOARD TO THE HOLDER OF SAID BOND FOR THE PAYMENT OF THE PRINCIPAL THEREOF AND INTEREST THEREON OR TO THE HOLDER OF SAID UNPAID COUPON FOR THE PAYMENT THEREOF AND INTEREST THEREON, AS THE CASE MAY BE, SHALL FORTHWITH CEASE, DETERMINE, TERMINATE AND BE COMPLETELY DISCHARGED, AND THEREUPON IT SHALL BE THE DUTY OF THE

TRUSTEE TO HOLD THE FUNDS, SO DEPOSITED IN TRUST, FOR THE BENEFIT OF THE HOLDER OF SUCH BOND OR UNPAID COUPON, AS THE CASE MAY BE, WHO SHALL THEREAFTER BE RESTRICTED EXCLUSIVELY TO SAID FUNDS FOR ANY CLAIM OF WHATSOEVER NATURE ON THE PART OF SUCH HOLDER UNDER THIS INDENTURE OR ON SAID BOND OR ANY COUPONS APPERTAINING THERETO, OR ON SAID UNPAID COUPON.

SECTION 11.02. EXCEPT AS IN THIS SECTION OTHERWISE EXPRESSLY PROVIDE, THE HOLDERS OF SEVENTY-FIVE PER CENT (75 PER CENT) OR MORE IN PRINCIPAL AMOUNT OF THE BONDS AT ANY TIME OUTSTANDING SHALL HAVE THE POWER, BY AN INSTRUMENT OR INSTRUMENTS IN WRITING SIGNED BY SUCH HOLDERS IN PERSON OR BY THEIR DULY AUTHORIZED AGENTS OR ATTORNEYS OR BY A COMMITTEE CONSTITUTED BY AN AGREEMENT TO WHICH ANY PORTION OF THE BONDS SHALL HAVE BEEN MADE SUBJECT BY DEPOSIT OR OTHERWISE, AND DELIVERED TO THE TRUSTEE, TO AUTHORIZE ANY MODIFICATION OR ALTERATION OF THIS INDENTURE OR ANY INDENTURE SUPPLEMENTAL HERETO OR THE RIGHTS AND OBLIGATIONS OF THE BOARD UNDER THIS INDENTURE OR OF THE HOLDERS OF ALL OF THE BONDS THEN OR FROM TIME TO TIME THEREAFTER OUTSTANDING UNDER THE INDENTURE AS FULLY AS THOUGH SUCH ACTION WERE SPECIFICALLY AND EXPRESSLY AUTHORIZED BY THE TERMS OF THE INDENTURE; PROVIDED ALWAYS THAT NO SUCH MODIFICATION OR ALTERATION (A) SHALL CHANGE OR IMPAIR THE OBLIGATION OF THE BOARD TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS AT THE RESPECTIVE DATES AND AT THE PLACES AND IN THE RESPECTIVE AMOUNTS, AS PROVIDED IN THE BONDS, (B) SHALL GIVE TO ANY BOND OR BONDS SECURED BY THE INDENTURE ANY PREFERENCE OVER ANY OTHER BOND OR BONDS SO SECURED, (C) SHALL AUTHORIZE THE CREATION OF ANY LIEN PRIOR TO OR ON A PARITY WITH THE SAID STATUTORY MORTGAGE LIEN UPON ANY OF THE PROPERTY SUBJECT TO SUCH STATUTORY MORTGAGE LIEN, (D) SHALL DEPRIVE ANY BONDHOLDER OF THE SECURITY AFFORDED BY THIS INDENTURE, OR (E) SHALL REDUCE THE PERCENTAGE REQUIRED BY THE PROVISIONS OF THIS SECTION FOR ANY ACTION UNDER THIS SECTION. ALL PROVISIONS OF THIS TRUST INDENTURE ARE, OF COURSE, SUBJECT TO THE PROVISIONS, TERMS AND CONDITIONS CONTAINED IN THE FORM OF THE PROPOSED BONDS, WHICH APPEARS IN THE PREAMBLE TO THIS BOND INDENTURE. ANY MODIFICATION OF THE PROVISIONS OF THE INDENTURE MADE AS AFORESAID, SHALL BE SET FORTH IN A SUPPLEMENTAL INDENTURE BETWEEN THE TRUSTEE AND THE BOARD.

SECTION 11.03. WHENEVER IN THIS INDENTURE ANY OF THE PARTIES HERETO IS REFERRED TO, SUCH REFERENCE SHALL BE DEEMED TO INCLUDE THE SUCCESSORS AND ASSIGNS OF SUCH PARTY, AND ALL OF THE COVENANTS, PROMISES AND AGREEMENTS IN THIS INDENTURE SHALL BIND AND INURE TO THE BENEFIT OF THE RESPECTIVE SUCCESSORS AND ASSIGNS OF SUCH PARTIES, WHETHER SO EXPRESSED OR NOT.

SECTION 11.04. NOTHING IN THIS INDENTURE, EXPRESSED OR IMPLIED, IS INTENDED OR



SHALL BE CONSTRUED TO CONFER UPON OR GIVE TO ANY PERSON OR CORPORATION, OTHER THAN THE PARTIES HERETO AND THE HOLDERS OF THE BONDS AND OF COUPONS, ANY RIGHT, REMEDY OR CLAIM UNDER OR BY REASON OF THIS INDENTURE, OR ANY COVENANT, CONDITION OR STIPULATION HEREOF, AND ALL OF THE COVENANTS, STIPULATIONS, PROMISES, AGREEMENTS AND CONDITIONS IN THIS INDENTURE CONTAINED, BY OR ON BEHALF OF THE BOARD, SHALL BE FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE PARTIES HERETO, THEIR SUCCESSORS AND ASSIGNS, AND OF THE HOLDERS OF THE BONDS AND OF COUPONS.

SECTION 11.05. ANY REQUEST, DECLARATION OR OTHER INSTRUMENT REQUIRED OR PERMITTED BY THIS INDENTURE TO BE MADE OR GIVEN BY BONDHOLDERS MAY BE IN ANY NUMBER OF CONCURRENT INSTRUMENTS OF SIMILAR TENOR, AND MAY BE SIGNED OR EXECUTED BY SUCH BONDHOLDERS IN PERSON OR BY ATTORNEY APPOINTED IN WRITING. PROOF OF THE EXECUTION OF ANY SUCH REQUEST, DECLARATION, OR OTHER INSTRUMENT, OR OF A WRITING APPOINTING ANY SUCH ATTORNEY, AND OF THE HOLDING BY ANY PERSON, OF BONDS TRANSFERABLE BY DELIVERY OR INTEREST COUPONS, SHALL BE SUFFICIENT FOR ANY PURPOSE OF THIS INDENTURE AND SHALL BE CONCLUSIVE IN FAVOR OF THE TRUSTEE AS AGAINST THE PERSON SIGNING SUCH REQUEST AND ALL FUTURE HOLDERS OF THE BONDS HELD BY SUCH PERSON WITH REGARD TO DUE ACTION TAKEN BY THE TRUSTEE UNDER SUCH REQUEST, DECLARATION, OR OTHER INSTRUMENT, IF MADE IN THE FOLLOWING MANNER:

THE AMOUNT OF INTEREST COUPONS HELD BY ANY PERSON EXECUTING SUCH INSTRUMENT AS A BONDHOLDER, AND THE AMOUNTS AND ISSUE NUMBERS OF THE BONDS TRANSFERABLE BY DELIVERY HELD BY SUCH PERSON, AND THE DATE OF HIS HOLDING THE SAME, MAY BE PROVED BY AN ACCOMPANYING CERTIFICATE EXECUTED BY ANY TRUST COMPANY, BANK, BANKERS INSTITUTION OR OTHER DEPOSITORY (WHEREVER SITUATED) IF SUCH CERTIFICATE SHALL BE DEEMED BY THE TRUSTEE TO BE SATISFACTORY, SHOWING THEREIN THAT AT THE DATE THEREIN MENTIONED SUCH PERSON HAD ON DEPOSIT WITH OR EXHIBITED TO SUCH DEPOSITORY THE BONDS AND - OR INTEREST COUPONS DESCRIBED IN SUCH CERTIFICATE. THE TRUSTEE MAY, NEVERTHELESS, IN ITS DISCRETION, REQUIRE FURTHER PROOF IN CASES WHERE IT DEEMS FURTHER PROOF DESIRABLE.

THE OWNERSHIP OF REGISTERED BONDS SHALL BE PROVED BY THE REGISTRY BOOKS.

SECTION 11.06. THIS INDENTURE MAY BE SIMULTANEOUSLY EXECUTED IN ANY NUMBER OF COUNTERPARTS, AND ALL SAID COUNTERPARTS EXECUTED AND DELIVERED, EACH AS AN ORIGINAL, SHALL CONSTITUTE BUT ONE AND THE SAME INSTRUMENT. THE DATE OF ACTUAL EXECUTION OF THIS INDENTURE SHALL BE THE DATE OF EXECUTION BY THE TRUSTEE.

## ARTICLE TWELVE

### IDENTIFICATION OF THE PROJECT

SECTION 12.01. THE "PROJECT" AS REFERRED TO THROUGHOUT THIS INDENTURE, IS

HEREBY IDENTIFIED AS A NEW DORMITORY TO HOUSE APPROXIMATELY 326 MEN STUDENTS AND A NEW CAFETERIA WITH A DESIGNED CAPACITY OF APPROXIMATELY 1,600 PERSONS, EACH WITH NECESSARY APPURTENANT FACILITIES, TO BE CONSTRUCTED BY THE BOARD, UPON PORTIONS OF THE CAMPUS OF THE COLLEGE IN THE CITY OF MURRAY, CALLOWAY COUNTY, KENTUCKY DESCRIBED AS FOLLOWS:

#### CAFETERIA SITE

FROM THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SEC. 22, T. 2, R. 4, EAST WITH THE SECTION LINE 848 FEET AND 90 DEGREES NORTH 396 FEET TO THE BEGINNING POINT AND BOUNDED AS FOLLOWS: THENCE FROM THIS LINE 90 DEGREES WEST 200 FEET; THENCE 90 DEGREES NORTH 243 FEET; THENCE 90 DEGREES EAST 200 FEET; THENCE 90 DEGREES SOUTH 243 FEET TO THE POINT OF BEGINNING.

SAID PROPERTY HAVING BEEN ACQUIRED BY THE COMMONWEALTH OF KENTUCKY FOR THE USE AND BENEFIT OF MURRAY STATE COLLEGE BY DEED DATED NOVEMBER 9, 1959 AND RECORDED IN DEED BOOK 109, PAGE 295, IN THE CALLOWAY COUNTY CLERK'S OFFICE.

#### DORMITORY SITE

FROM THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SEC. 22, T. 2, R. 4, EAST WITH THE SECTION LINE 1559 FEET AND NORTH 90 DEGREES 462 FEET TO THE BEGINNING POINT AND BOUNDED AS FOLLOWS: THENCE AT AN ANGLE SOUTHWEST 79 DEGREES FROM THIS LINE 70 FEET; THENCE AT AN ANGLE 90 DEGREES NORTH 137 FEET; THENCE A 90 DEGREE ANGLE WEST 98 FEET; THENCE A 90 DEGREE ANGLE NORTH 133 FEET; THENCE A 90 DEGREE ANGLE EAST 75 FEET; THENCE A 90 DEGREE ANGLE NORTH 268 FEET; THENCE A 90 DEGREE ANGLE EAST 93 FEET; THENCE A 90 DEGREE ANGLE SOUTH 538 FEET TO THE POINT OF BEGINNING.

SAID PROPERTY HAVING BEEN ACQUIRED BY THE COMMONWEALTH OF KENTUCKY FOR THE USE AND BENEFIT OF MURRAY STATE COLLEGE BY DEED DATED MARCH 4, 1959, AND RECORDED IN DEED BOOK 107, PAGE 48, IN THE CALLOWAY COUNTY CLERK'S OFFICE.

IN WITNESS WHEREOF, THE PARTY OF THE FIRST PART HAS CAUSED ITS CORPORATE NAME TO BE HEREUNTO SUBSCRIBED BY THE CHAIRMAN OF ITS BOARD OF REGENTS AND ITS CORPORATE SEAL TO BE HERETO AFFIXED, AND SAID SEAL TO BE ATTESTED AND THIS INDENTURE TO BE COUNTERSIGNED BY THE SECRETARY OF ITS BOARD OF REGENTS; AND SAID THE KENTUCKY TRUST COMPANY, TO EVIDENCE ITS ACCEPTANCE OF THE TRUSTS HEREBY CREATED AND VESTED IN IT, HAS CAUSED ITS CORPORATE NAME TO BE HEREUNTO SUBSCRIBED BY ITS PRESIDENT OR BY ONE OF ITS VICE PRESIDENTS, AND ITS CORPORATE SEAL TO BE HERETO AFFIXED AND SAID SEAL TO BE ATTESTED AND THIS INDENTURE TO BE COUNTERSIGNED BY ITS TRUST OFFICER, ALL AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN, BUT ACTUALLY ON THIS 5<sup>th</sup> DAY OF February, 1962.

BOARD OF REGENTS OF MURRAY STATE  
COLLEGE AT MURRAY, KENTUCKY

By Wendell P. Butler  
CHAIRMAN

(SEAL)

ATTEST:

COUNTERSIGNED:

Patsy Rowland  
SECRETARY

WITNESS TO THE EXECUTION HEREOF ON  
BEHALF OF SAID BOARD OF REGENTS

W. Woods  
Charlotte Jewathan

THE KENTUCKY TRUST COMPANY

By Winey Stahmer  
Vice President

(SEAL)

ATTEST:

COUNTERSIGNED:

C. B. Easter  
TRUST OFFICER

WITNESS TO THE EXECUTION HEREOF  
ON BEHALF OF SAID TRUSTEE:

W. Jackson  
Robert Collins

STATE OF KENTUCKY ) SS  
COUNTY OF CALLOWAY )

ON THIS 5<sup>th</sup> DAY OF February, 1962,  
BEFORE ME, M. O. WRATHER, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORE-  
SAID, APPEARED WENDELL P. BUTLER AND PATSY ROWLAND, TO ME PERSONALLY KNOWN AND TO  
ME KNOWN TO BE THE CHAIRMAN AND SECRETARY, RESPECTIVELY, OF THE BOARD OF REGENTS OF  
MURRAY STATE COLLEGE, ONE OF THE CORPORATIONS DESCRIBED IN AND WHICH EXECUTED THE  
WITHIN AND FOREGOING INSTRUMENT, AND WHO BEING BY ME SEVERALLY DULY SWORN EACH FOR  
HIMSELF, DID SAY THAT HE, THE WENDELL P. BUTLER, IS THE CHAIRMAN OF SAID BOARD OF  
REGENTS, AND SHE, THE PATSY ROWLAND, IS THE SECRETARY OF SAID BOARD OF REGENTS;  
THAT THE SEAL AFFIXED TO THIS WITHIN AND FOREGOING INSTRUMENT IS THE CORPORATE SEAL  
OF SAID CORPORATION, THAT SAID INSTRUMENT WAS EXECUTED, SIGNED AND SEALED IN BEHALF  
OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF REGENTS; AND SAID WENDELL P. BUTLER  
AND PATSY ROWLAND EACH ACKNOWLEDGED THE EXECUTION OF SAID INSTRUMENT TO BE AND SAID  
INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION BY IT  
VOLUNTARILY EXECUTED.

WITNESS MY HAND AND NOTARIAL SEAL THIS 5<sup>th</sup> DAY OF February,  
1962. My commission expires: \_\_\_\_\_

(SEAL OF NOTARY)

M. O. Wrather  
NOTARY PUBLIC IN AND FOR THE COUNTY  
AND STATE AFORESAID

STATE OF KENTUCKY )  
COUNTY OF JEFFERSON) SS

ON THIS 8<sup>th</sup> DAY OF February, 1962, BEFORE ME,  
Marie Mattingly, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE  
STATE AFORESAID, APPEARED Neville Blakemore AND C B Easter,  
TO ME PERSONALLY KNOWN AND TO ME KNOWN TO BE THE Vice President AND THE  
TRUST OFFICER, RESPECTIVELY, OF THE KENTUCKY TRUST COMPANY, ONE  
OF THE CORPORATIONS DESCRIBED IN AND WHICH EXECUTED THE WITHIN AND FOREGOING INSTRUMENT  
AND WHO BEING BY ME SEVERALLY DULY SWORN EACH FOR HIMSELF DID SAY THAT HE, THE SAID  
Neville Blakemore, IS THE Vice President OF  
SAID CORPORATION, AND HE, THE SAID C B Easter IS THE  
TRUST OFFICER OF SAID CORPORATION; THAT THE SEAL AFFIXED TO THE  
WITHIN AND FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION, THAT SAID  
INSTRUMENT WAS EXECUTED, SIGNED AND SEALED IN BEHALF OF SAID CORPORATION BY AUTHORITY  
OF ITS BOARD OF DIRECTORS; AND SAID Neville Blakemore AND  
C B Easter EACH ACKNOWLEDGED THE EXECUTION OF SAID  
INSTRUMENT TO BE AND THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF  
SAID CORPORATION BY IT VOLUNTARILY EXECUTED.

WITNESS MY HAND AND NOTARIAL SEAL THIS 8<sup>th</sup> DAY OF February,  
1962. My COMMISSION EXPIRES: My commission expires April 17, 1962.

(SEAL OF NOTARY)

Marie Mattingly  
NOTARY PUBLIC IN AND FOR THE COUNTY  
AND STATE AFORESAID

CERTIFICATE OF COUNTY CLERK

I, D. W. SHOEMAKER, CLERK OF THE COUNTY COURT OF CALLOWAY COUNTY,  
KENTUCKY, HEREBY CERTIFY THAT THE FOREGOING TRUST INDENTURE WAS ON THE 12<sup>th</sup>  
DAY OF July, 1962, FILED IN MY OFFICE, TO BE AND HAS BEEN, TOGETHER WITH  
THE FOREGOING CERTIFICATES ATTACHED THERETO, RECORDED IN MORTGAGE BOOK No. 116,  
PAGE 271

WITNESS MY HAND AND OFFICIAL SEAL THIS 12<sup>th</sup> DAY OF July, 1962.

D W. Shoemaker  
COUNTY CLERK OF CALLOWAY COUNTY,  
KENTUCKY

(COUNTY SEAL)

By Deane Taylor  
w.c

OFFICIAL NOTICE OF SALE OF BONDS AND  
STATEMENT OF ESSENTIAL FACTS

Attachment No. 3  
January 26, 1962

THE BOARD OF REGENTS OF MURRAY, KENTUCKY, STATE COLLEGE,  
MURRAY, KENTUCKY, IN ITS CORPORATE CAPACITY, AND BY AND THROUGH ITS  
CORPORATE NAME, AS A STATE EDUCATIONAL INSTITUTION OF HIGHER LEARNING  
AND AN AGENCY OF THE COMMONWEALTH OF KENTUCKY, HEREBY GIVES NOTICE THAT  
UNTIL Tuesday, THE ~~27th~~ 17th DAY OF July, 1962,  
AT THE HOUR OF eleven O'CLOCK A.M., C.S.T., IT WILL  
RECEIVE AT THE OFFICE OF ITS SECRETARY IN THE CITY OF MURRAY, KENTUCKY,  
SEALED COMPETITIVE BIDS FOR THE PURCHASE OF AN AGGREGATE OF \$1,469,000  
PRINCIPAL AMOUNT OF ITS MURRAY STATE COLLEGE HOUSING AND DINING HALL  
REVENUE BONDS OF 1961, DATED SEPTEMBER 1, 1961, REGISTRABLE AS TO PRIN-  
CIPAL ONLY, OF THE DENOMINATION OF \$1,000 EACH, NUMBERED CONSECUTIVELY  
FROM 1 TO 1,469, INCLUSIVE, AND MATURING IN NUMERICAL ORDER ON SEPTEMBER  
FIRST IN EACH OF THE RESPECTIVE YEARS, AS FOLLOWS: 1964-67, \$20,000;  
1968-73, \$24,000; 1974-78, \$29,000; 1979-82, \$34,000; 1983-86, \$39,000;  
1987-90, \$44,000; 1991-93, \$49,000; 1994-96, \$55,000; 1997-98, \$61,000;  
AND IN 1999-2001, \$66,000.

PROVIDED, HOWEVER, BONDS NUMBERED 1-176, INCLUSIVE, MATURING  
SEPTEMBER 1, 1964, THROUGH SEPTEMBER 1, 1971, INCLUSIVE, ARE NON-CALLABLE.  
THE BOARD OF REGENTS OF SAID COLLEGE RESERVES THE RIGHT TO CALL AND REDEEM  
BONDS NUMBERED 177 TO 1469, MATURING SEPTEMBER 1, 1972, THROUGH SEPTEMBER 1,  
2001, INCLUSIVE, PRIOR TO MATURING, AS A WHOLE OR FROM TIME TO TIME IN  
PART, IN THE INVERSE ORDER OF THEIR NUMBERING, SAID BONDS NUMBERED 1150-1469,  
MATURING SEPTEMBER 1, 1997, THROUGH SEPTEMBER 1, 2001, INCLUSIVE, BEING  
SO REDEEMABLE ON ANY INTEREST PAYMENT DATE, UPON TERMS OF PAR AND ACCRUED  
INTEREST TO THE REDEMPTION DATE, AND BONDS NUMBERED 177-1149, MATURING  
SEPTEMBER 1, 1972, THROUGH SEPTEMBER 1, 1996, INCLUSIVE, BEING SO REDEEM-  
ABLE ON ANY INTEREST PAYMENT DATE FALLING AFTER SEPTEMBER 1, 1971, UPON  
TERMS OF PAR AND ACCRUED INTEREST TO THE REDEMPTION DATE PLUS A REDEMPTION  
PREMIUM OF THREE PERCENT OF THE PRINCIPAL AMOUNT THEREOF IF CALLED FOR  
REDEMPTION ON OR PRIOR TO SEPTEMBER 1, 1976; TWO AND ONE-HALF PERCENT OF  
THE PRINCIPAL AMOUNT THEREOF IF CALLED FOR REDEMPTION THEREAFTER AND ON  
OR PRIOR TO SEPTEMBER 1, 1981; TWO PERCENT OF THE PRINCIPAL AMOUNT THEREOF

IF CALLED FOR REDEMPTION THEREAFTER AND ON OR PRIOR TO SEPTEMBER 1, 1986;  
ONE AND ONE-HALF PERCENT OF THE PRINCIPAL AMOUNT THEREOF IF CALLED FOR  
REDEMPTION THEREAFTER AND ON OR PRIOR TO SEPTEMBER 1, 1991, AND ONE PER  
CENT OF THE PRINCIPAL AMOUNT THEREOF IF CALLED FOR REDEMPTION THEREAFTER.  
PRIORITY AS TO CALL SHALL EXTEND TO BONDS NUMBERED 1150 THROUGH 1469,  
INCLUSIVE, OVER BONDS NUMBERED 177 THROUGH 1149, INCLUSIVE.

IN THE EVENT OF SUCH PRIOR REDEMPTION, NOTICE THEREOF MUST BE  
GIVEN IN ACCORDANCE WITH THE TRUST INDENTURE, AT LEAST THIRTY DAYS PRIOR  
TO THE REDEMPTION DATE.

PRINCIPAL AND INTEREST WILL BE PAYABLE AT THE PRINCIPAL OFFICE  
OF THE KENTUCKY TRUST COMPANY IN LOUISVILLE, KENTUCKY, OR AT THE OPTION  
OF THE HOLDER OR REGISTERED OWNER, AT THE PRINCIPAL OFFICE OF CHEMICAL  
BANK NEW YORK TRUST COMPANY IN THE CITY OF NEW YORK, NEW YORK. THE BONDS  
WILL BEAR INTEREST AT SUCH RATE OR RATES AVERAGING NOT GREATER THAN THREE  
AND ONE-HALF (3-1/2) PERCENT PER ANNUM, AS ARE SPECIFIED IN THE SUCCESSFUL  
BID. INTEREST IS PAYABLE ON MARCH 1, 1962, AND SEMI-ANNUALLY THEREAFTER;  
HOWEVER, ANY INTEREST COUPONS MATURING PRIOR TO THE DELIVERY OF THE BONDS  
WILL BE DETACHED AND CANCELLED PRIOR TO DELIVERY.

THE BONDS WILL BE SPECIAL OBLIGATIONS OF THE COLLEGE, SECURED BY:

A FIRST LIEN ON AND PLEDGE OF THE GROSS REVENUES DERIVED FROM  
THE OPERATION OF THE PROJECT, CONSISTING OF A NEW DORMITORY TO HOUSE APPROX-  
IMATELY 326 MEN STUDENTS AND A NEW CAFETERIA WITH A DESIGNED CAPACITY OF  
APPROXIMATELY 1,600 PERSONS, EACH WITH NECESSARY APPURTENANT FACILITIES,  
WHICH REVENUES SHALL IN PART INCLUDE \$29.00 OF THE INCIDENTAL FEE ASSESSED  
EACH STUDENT OCCUPANT OF SAID DORMITORY FOR EACH SEMESTER OF THE REGULAR  
TERM OF TWO SEMESTERS AND \$15.00 OF THE INCIDENTAL FEE OF EACH STUDENT  
OCCUPANT OF SAID DORMITORY FOR EACH REGULAR SUMMER SESSION, AND A STATU-  
TORY MORTGAGE LIEN ON SAID DORMITORY AND CAFETERIA PROJECT, AS PERMITTED  
AND DEFINED BY THE APPLICABLE STATUTES.

BIDS WILL BE CONSIDERED ON THE FOLLOWING BASIS:

- (1) THE ENTIRE \$1,469,000 OF AUTHORIZED BONDS; OR
- (2) BONDS MATURING IN THE YEARS 1964-71, INCLUSIVE, OR
- (3) BONDS MATURING IN THE YEARS 1972-1981, INCLUSIVE, OR
- (4) BONDS MATURING IN THE YEARS 1982-1991, INCLUSIVE, OR
- (5) BONDS MATURING IN THE YEARS 1992-2001, INCLUSIVE.

INTEREST ON THE BONDS WILL BE EVIDENCED BY COUPONS MATURING ON EACH MARCH 1 AND SEPTEMBER 1 AT RATES DETERMINED ON THE BASIS OF COMPETITIVE BIDDING. BIDDERS MAY STIPULATE ONE OR MORE INTEREST COUPON RATES WITH RESPECT TO SAID BONDS, PROVIDING THE AVERAGE OF SUCH RATES DOES NOT EXCEED THREE AND ONE-HALF PERCENT (3- 1/2 PER CENT) PER ANNUM, AND ONLY ONE (1) RATE MAY BE STIPULATED FOR BONDS MATURING ON THE SAME DATE. IF A BID CARRIES TWO OR MORE INTEREST RATES ON A SINGLE BLOCK OF BONDS, AN AVERAGE INTEREST RATE SHALL BE COMPUTED ON THE BASIS OF THE TOTAL INTEREST COSTS, AT PAR, FOR SUCH SINGLE BLOCK OF BONDS OR COMBINED BLOCKS COVERED BY THE BID AT THE OFFERED RATES; AND IF THE AVERAGE RATE SO OBTAINED IS NOT MORE THAN THREE AND ONE-HALF PERCENT (3- 1/2 PERCENT), THE BID SHALL BE CONSIDERED TO QUALIFY. A BID OF PAR VALUE (PLUS ACCRUED INTEREST FROM SEPTEMBER 1, 1961, OR THE MOST RECENT INTEREST PAYMENT DATE PRIOR TO DELIVERY OF THE BONDS, TO THE DATE OF DELIVERY AND PAYMENT) SHALL BE REQUIRED. THE BONDS WILL BE AWARDED TO THE BIDDER OFFERING TO PURCHASE THE BONDS, OR ANY PORTION THEREOF, AT THE LOWEST INTEREST COST TO THE BOARD.

THE HOUSING AND HOME FINANCE AGENCY HAS ENTERED INTO A LOAN AGREEMENT WITH THE BOARD OF REGENTS OF MURRAY, KENTUCKY, STATE COLLEGE, PURSUANT TO WHICH IT PROPOSES TO BUY THESE BONDS AT A THREE AND ONE-HALF PERCENT (3- 1/2 PERCENT) INTEREST RATE, PROVIDING NO OTHER EQUALLY OR MORE FAVORABLE BIDS ARE SUBMITTED. THESE BONDS ARE ISSUED UNDER AUTHORITY CONTAINED IN SECTIONS 162.350 THROUGH 162.380, INCLUSIVE, OF THE KENTUCKY REVISED STATUTES, AND THE ISSUANCE OF THESE BONDS HAS BEEN AUTHORIZED AND APPROVED BY THE STATE PROPERTY AND BUILDINGS COMMISSION AND THE DEPARTMENT OF FINANCE OF THE COMMONWEALTH OF KENTUCKY.

THE BOARD OF REGENTS WILL PROVIDE THE PRINTED BOND BLANKS, AND THE UNQUALIFIED, UNCONDITIONAL, APPROVING LEGAL OPINION OF MR. JOSEPH R. RUBIN, MUNICIPAL BOND ATTORNEY, OF LOUISVILLE, KENTUCKY, TOGETHER WITH THE CUSTOMARY NON-LITIGATION CERTIFICATE, THE SAME TO ACCOMPANY THE BONDS WHEN DELIVERED, WITHOUT EXPENSE TO THE PURCHASER. THE BONDS WILL BE EXECUTED IN ACCORDANCE WITH THE FACSIMILE SIGNATURE LAW (KRS 61.390).


A COPY OF THE TRUST INDENTURE SECURING THESE BONDS IS AVAILABLE  
AT THE OFFICE OF THE BOARD OF REGENTS, AND MAY BE OBTAINED WITHOUT COST  
BY ANY INTERESTED BIDDER.

EACH BID, EXCEPT ANY BID OR BIDS MADE BY OR ON BEHALF OF AN  
AGENCY OR INSTRUMENTALITY OF THE UNITED STATES OF AMERICA, OR THE  
COMMONWEALTH OF KENTUCKY, SHALL BE ACCOMPANIED BY A CERTIFIED OR BANK  
CASHIER'S CHECK, PAYABLE TO THE ORDER OF SAID BOARD OF REGENTS, IN A  
SUM EQUAL TO TWO PERCENT (2 PERCENT) OF THE PAR VALUE OF THE BONDS REFERRED  
TO HEREIN, THE SAME TO BE HELD UNCASHED UNTIL THE BONDS ARE DELIVERED  
AND PAID FOR, AT WHICH TIME THE AMOUNT THEREOF, BUT WITHOUT INTEREST  
THEREON) WILL BE ALLOWED AS A CREDIT UPON THE PURCHASE PRICE. OTHERWISE,  
IF ANY PURCHASER SHOULD WRONGFULLY FAIL OR REFUSE TO ACCEPT AND PAY FOR  
THE BONDS WHEN TENDERED, THE BOARD OF REGENTS WILL BE AUTHORIZED TO CASH  
SUCH CHECK AND RETAIN THE PROCEEDS THEREOF AS AGREED LIQUIDATED DAMAGES  
FOR THE BREACH OF THE PURCHASE CONTRACT. THE CHECKS OF UNSUCCESSFUL  
BIDDERS WILL BE RETURNED FOLLOWING THE MEETING OF THE BOARD TO BE HELD  
ON THE DATE OF SALE REFERRED TO ABOVE.

THE BOARD RESERVES THE RIGHT, IN ITS DISCRETION, TO DETERMINE  
THE BEST BID OR BIDS, TO WAIVE ANY INFORMALITIES AND TO REJECT ANY OR  
ALL BIDS.

NO PARTICULAR BID FORMS SHALL BE REQUIRED, BUT ALL BIDS MUST  
BE MADE UNCONDITIONALLY AND IN CONFORMITY WITH THE PROVISIONS OF THIS  
OFFICIAL NOTICE. (SIGNED) PATSY ROWLAND, SECRETARY, BOARD OF REGENTS,  
MURRAY, KENTUCKY, STATE COLLEGE.

THE FOREGOING WAS APPROVED BY THE BOARD OF REGENTS OF MURRAY  
STATE COLLEGE ON THE ~~17~~<sup>26</sup>TH DAY OF ~~APRIL~~<sup>JANUARY</sup>, 1962.

  
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SECRETARY, BOARD OF REGENTS

(SEAL OF COLLEGE)



Attachment No. 4  
January 26, 1962

## NOTICE OF SALE

SEALED COMPETITIVE BIDS WILL BE RECEIVED BY THE BOARD OF REGENTS OF MURRAY STATE COLLEGE AT MURRAY, KENTUCKY, AT THE OFFICE OF ITS SECRETARY, IN THE CITY OF MURRAY, KENTUCKY, UNTIL 11:00 A.M., C.S.T., ON April 17, 1962, FOR THE PURCHASE OF ALL OR ANY OF THE HEREINAFTER DESIGNATED BLOCKS OF \$1,469,000 OF MURRAY STATE COLLEGE HOUSING AND DINING HALL REVENUE BONDS OF 1961.

THE BONDS WILL BE DATED SEPTEMBER 1, 1961, WILL MATURE SERIALLY ON SEPTEMBER 1, 1964, THROUGH 2001, AND WILL BEAR INTEREST AT SUCH RATE OR RATES, AVERAGING NOT GREATER THAN THE MAXIMUM ACCEPTABLE INTEREST COST OF THREE AND ONE-HALF PERCENT (3- 1-2 PER CENT) PER ANNUM, AS ARE SPECIFIED IN THE SUCCESSFUL BID. INTEREST IS PAYABLE MARCH 1, 1962, AND SEMI-ANNUALLY THEREAFTER; HOWEVER, ANY INTEREST COUPONS MATURING PRIOR TO THE DELIVERY OF THE BONDS WILL BE DETACHED AND CANCELLED PRIOR TO DELIVERY. THE MATURITY AND REDEMPTION SCHEDULES ARE SET FORTH IN THE OFFICIAL NOTICE OF SALE OF BONDS AND STATEMENT OF ESSENTIAL FACTS.

THE BONDS WILL BE SPECIAL OBLIGATIONS OF THE COLLEGE, PAYABLE SOLELY FROM AND SECURED BY A PLEDGE OF A SUFFICIENT PORTION OF THE GROSS INCOME AND REVENUES TO BE DERIVED FROM THE OPERATION OF A NEW PROJECT, CONSISTING OF A NEW DORMITORY TO HOUSE APPROXIMATELY 326 MEN STUDENTS AND A NEW CAFETERIA WITH A DESIGNED CAPACITY OF APPROXIMATELY 1,600 PERSONS, EACH WITH NECESSARY APPURTENANT FACILITIES, WHICH REVENUES SHALL IN PART INCLUDE \$29.00 OF THE INCIDENTAL FEE ASSESSED EACH STUDENT OCCUPANT OF SAID DORMITORY, FOR EACH SEMESTER OF THE REGULAR TERM OF TWO SEMESTERS AND \$15.00 OF THE INCIDENTAL FEE OF EACH STUDENT OCCUPANT OF SAID DORMITORY FOR EACH REGULAR SUMMER SESSION, AND BY A STATUTORY MORTGAGE LIEN ON SUCH PROJECT.

BIDS WILL BE CONSIDERED ON THE FOLLOWING BASIS: (1) THE ENTIRE ISSUE; OR (2) BONDS MATURING IN THE YEARS 1964 TO 1971, INCLUSIVE; OR (3) BONDS MATURING IN THE YEARS 1972 TO 1981, INCLUSIVE; OR (4) BONDS MATURING IN THE YEARS 1982 TO 1991, INCLUSIVE; OR (5) BONDS MATURING IN THE YEARS 1992 THROUGH 2001, INCLUSIVE.

ALL BIDS SHALL BE FOR CASH, AND A MINIMUM BID OF PAR AND ACCRUED INTEREST IS REQUIRED. THE BOARD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

THE HOUSING AND HOME FINANCE AGENCY HAS ENTERED INTO A LOAN AGREEMENT WITH SUCH BOARD OF REGENTS, PURSUANT TO WHICH THE FORMER HAS AGREED TO BUY THESE BONDS AT A THREE AND ONE-HALF PERCENT (3- 1-2 PERCENT) INTEREST RATE, PROVIDED NO OTHER EQUAL OR MORE FAVORABLE BIDS ARE SUBMITTED.

THE SUCCESSFUL BIDDER WILL BE FURNISHED, WITHOUT COST, THE PREPARED BONDS AND THE APPROVING LEGAL OPINION OF MR. JOSEPH R. RUBIN, MUNICIPAL BOND ATTORNEY, OF LOUISVILLE, KENTUCKY.

A COPY OF THE OFFICIAL NOTICE OF SALE AND STATEMENT OF ESSENTIAL FACTS FOR THIS ISSUE MAY BE OBTAINED FROM THE UNDERSIGNED, PATSY ROWLAND, SECRETARY, BOARD OF REGENTS.

THE PUBLICATION OF THE FOREGOING NOTICE OF SALE WAS APPROVED BY THE BOARD OF REGENTS OF MURRAY STATE COLLEGE, ON THE <sup>26th</sup> ~~17th~~ DAY OF <sup>January</sup> ~~April~~, 1962.

  
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SECRETARY, BOARD OF REGENTS

Attachment No. 5  
January 26, 1962

PARIETAL AND RATE RESOLUTION REGARDING THE  
OCCUPANCY AND USE OF PROJECT NO. KY-CH-58 (DS)

WHEREAS, MURRAY STATE COLLEGE HAS ENTERED INTO A LOAN AGREEMENT  
WITH THE HOUSING AND HOME FINANCE AGENCY WITH RESPECT TO THE ISSUANCE OF  
HOUSING AND DINING HALL REVENUE BONDS OF 1961, IN THE AMOUNT OF \$1,469,000  
WITH WHICH TO CONSTRUCT A NEW DORMITORY TO HOUSE APPROXIMATELY 326 MEN  
STUDENTS AND A NEW CAFETERIA WITH A DESIGNED CAPACITY OF APPROXIMATELY  
1,600 PERSONS, EACH WITH NECESSARY APPURTENANT FACILITIES, AND

WHEREAS, THE COLLEGE, IN KEEPING WITH THE LOAN AGREEMENT, HAS  
AGREED IN CONNECTION WITH THE USE OF SAID PROPOSED NEW DORMITORY, TO  
ESTABLISH AND MAINTAIN AS LONG AS ANY OF THE BONDS ARE OUTSTANDING CERTAIN  
RATES AND CHARGES INCLUDING INCIDENTAL FEES OF NOT LESS THAN \$29.00 PER  
SEMESTER PER REGULAR TERM AND NOT LESS THAN \$15.00 DURING THE SUMMER SESSION  
FOR EACH STUDENT OCCUPANT OF THE PROJECT DORMITORY, AND

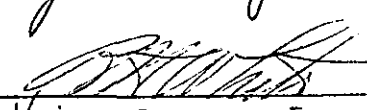
WHEREAS, SAID COLLEGE HAS AGREED TO ESTABLISH INITIALLY AND TO  
MAINTAIN A BASE RENTAL FOR USE AND OCCUPANCY OF THE PROJECT DORMITORY  
FACILITIES OF NOT LESS THAN \$5.00 WEEKLY FOR EACH STUDENT OCCUPANT THEREOF,  
AND

WHEREAS, THE LOAN AGREEMENT PROVIDES THAT MURRAY STATE COLLEGE  
SHALL GIVE PRIORITY IN ASSIGNING STUDENTS OF THE COLLEGE TO THIS PROJECT  
KY-CH-58 (DS) AND OTHER BONDED PROJECTS, IDENTIFIED AS PROJECTS NOS.  
KY-CH-10 (D), 22 (S), 33 (D), 38 (D), AND 56 (D), OVER NON-BONDED PROJECTS,

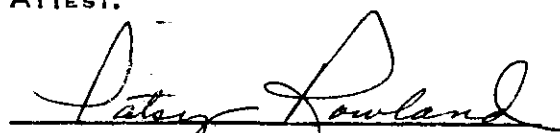
NOW, THEREFORE, BE IT RESOLVED THAT THE FOREGOING RATES, CHARGES  
AND PROCEDURES SHALL BE APPLICABLE TO PROJECT NO. KY-CH-58 (DS).

ADOPTED BY THE BOARD OF REGENTS OF MURRAY STATE COLLEGE AT A  
MEETING HELD ON THE 26<sup>th</sup> DAY OF January, 1962.

(SEAL)

  
VICE CHAIRMAN, BOARD OF REGENTS

ATTEST:

  
SECRETARY

COMMONWEALTH OF KENTUCKY)  
COUNTY OF CALLOWAY ) SS

I, PATSY ROWLAND, SECRETARY OF THE BOARD OF REGENTS OF MURRAY STATE COLLEGE, AT MURRAY, KENTUCKY, DO HEREBY CERTIFY THAT THE FOREGOING CONSTITUTES A TRUE, CORRECT AND COMPLETE COPY OF A PARIAL AND RATE RESOLUTION DULY ADOPTED BY SAID BOARD OF REGENTS (ON January 26, 1962) REGARDING THE OCCUPANCY AND USE OF PROJECT No. KY-CH-58(DS).

WITNESS MY OFFICIAL SIGNATURE AND THE OFFICIAL SEAL OF SAID BOARD OF REGENTS ON THIS 26<sup>th</sup> DAY OF January, 1962.

(SEAL)

Patsy Rowland  
SECRETARY